

TROY CITY COUNCIL AGENDA
REGULAR MEETING
July 9, 2015
7:00 P.M.

Pledge of Allegiance
Roll Call
Good News Agenda
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker. At the completion of the agenda, citizen's comment shall be no longer than five (5) minutes per speaker appropriate to any subject to the conduct of Troy City government.

LOCAL LAW

ORDINANCES

65. Ordinance Amending the Code of Troy, Chapter 176 Housing and Property Maintenance, Section 176-16 "Exterior Property Areas". (Council President Wiltshire) (At the Request of the Administration)
66. Ordinance Amending the Code of Troy, Chapter 251 "Streets and Sidewalks", Section 251-10 "Removal of Snow and Ice". (Council President Wiltshire) (At the Request of the Administration)
67. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Kerry Fagan on the Assessment Roll of the City of Troy. (Council President Wiltshire) (At the Request of the Administration)
68. Ordinance Authorizing Settlement of Claim, To Wit: John M. Larkins, v. the City of Troy; City of Troy Police Officers Justin Ashe; Dominick Comitale, and Martin Furciniti, Individually and/or as Agents, Servants, and/or Employees of the City; Civil Action No.: 1:13CV-1442. (Council President Wiltshire) (At the Request of the Administration)
69. Ordinance Approving Settlement of Tax Certiorari Proceedings Instituted by Trustco Bank Corp NY on the Assessment Roll of the City of Troy. (Council President Wiltshire) (At the Request of the Administration)
70. Ordinance Authorizing and Directing Sales by the Private Sale Method of City-Owned Real Properties. (Council President Wiltshire) (At the Request of the Administration)
71. Ordinance Authorizing Settlement of Claim, To Wit: Robert Washington, v. Troy Police Officer Isaac Bertos, Troy Police Department and the City of Troy; Civil Action No.: 1:14-CV-799.(Council President Wiltshire) (At the Request of the Administration)

RESOLUTIONS

45. Resolution Approving and Endorsing the Independent Living Center of the Hudson Valley's (ILCHV'S) Application to the Main Street Program for the Renovation of the First and Second Floors at 15-17 Third Street, Troy, Which will Allow the Expansion of Services to People with Disabilities. (Council President Wiltshire) (At the Request of the Administration)

46. Resolution Authorizing the Mayor to Enter into an Intermunicipal Agreement with the Cities of Schenectady, Amsterdam and Gloversville. (Council President Wiltshire) (At the Request of the Administration)
48. Resolution Determining that Proposed Action is a Type II Action for Purposes of the New York State Environmental Quality Review Act. (Council President Wiltshire) (At the Request of the Administration)
49. Bond Resolution of the City of Troy, New York, Authorizing the Issuance of \$375,000 Serial Bonds to Finance the Cost of the Purchase of Police Vehicles. (Council President Wiltshire) (At the Request of the Administration)
51. Resolution Authorizing the Mayor to make Application and Execute the State Assistance Contract Pursuant to an Application to the New York State Main Street Program. (Council President Wiltshire and Council Member Gordon) (At the Request of the Administration)
52. **Tabled** Resolution Authorizing Issuance of a Commercial Lessor's Bingo License to Bingo Green, Inc. D/B/A "Troy Atrium Bingo." (Council President Wiltshire) (At the Request of the Administration)

**ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 176 HOUSING AND PROPERTY
MAINTENANCE, SECTION 176-16 "EXTERIOR PROPERTY AREAS"**

BE IT ENACTED, by the City Council of the City of Troy, as follows:

Section 1: § C-176-16 of the Code of Troy is amended to read as follows with new matter in bold and underlined:

§ 176-16

Exterior property areas.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling unit or premises, for the purpose of living therein, which does not comply with the following requirements. The Director of Code Enforcement of the City of Troy and/or his/her designee shall cause periodic inspections to be made of dwelling premises to secure compliance with these requirements.

- A. Sanitation. All exterior property areas shall be maintained in a clean and sanitary condition, free from any accumulation of rubbish or garbage.
- B. Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon or within any building or structure located thereon.
- C. Noxious weeds. All exterior property areas shall be kept free from species of weeds or plant growth which are noxious or detrimental to the public health.
- D. Insect and rodent harborage. Every owner of a dwelling or multifamily dwelling shall be responsible for the extermination of insects, rodents, vermin, or other pests in all exterior areas of the premises; except that the occupant shall be responsible for such extermination in the exterior areas of the premises of a single-family dwelling. Whenever infestation exists in the shared or public parts of the premises of other than a single-family dwelling, extermination shall be the responsibility of the owner.
- E. Accessory structures. All accessory structures including detached garages shall be maintained structurally sound and in good repair.
- F. **Penalties for violations of Section 176-16 (A) and (C) are \$ 75 for each violation. For each 72 hours following the initial violation in which the original violation is not remedied a new ticket will be issued for the infraction with an additional penalty of \$75.**

Section 2: This act shall take effect immediately.

Approved as to form, May 28, 2015

Ian H. Silverman, Esq., Corporation Counsel

**ORDINANCE AMENDING THE CODE OF TROY, CHAPTER 251 "STREETS AND SIDEWALKS",
SECTION 251-10 "REMOVAL OF SNOW AND ICE"**

BE IT ENACTED, by the City Council of the City of Troy, as follows:

Section 1: § C-251-10 of the Code of Troy is amended to read as follows with deleted matter stricken and new matter in bold and underlined:

- A. The owner or occupant of any lot or part of a lot adjoining any public street, alley, highway or avenue in the City, the gutter of which street, alley, highway or avenue is formed or paved with brick or stone adjoining such lot or part of a lot, or the gutter or sidewalk of which street, alley, highway or avenue adjoining such lot or part of a lot shall hereafter be formed, paved or flagged, and every person having the charge of any church, schoolhouse or any other public building in the City shall, before the hour of 10:00 a.m. next following any day or night in which any snow shall have fallen or ice formed in the City, cause all snow and ice to be cleaned and removed from the sidewalk of the street, alley, highway or avenue adjoining such lot, part of a lot or a church, schoolhouse or other public building, from the entire width of such sidewalk, and to such distance as to free and keep open the gutter of the street, alley, highway or avenue in front of and adjoining such lot, church, schoolhouse or public building; provided, however, in case the snow or ice on any portion of such sidewalk cannot with reasonable diligence be removed, the owner or occupant or person having the charge of the lot or part of the lot adjoining the portion of such sidewalk where the snow or ice cannot be removed within the time above provided shall sprinkle such sidewalk with ashes or sand so as to make the same safe for traveling and keep the same so sprinkled with ashes or sand until the snow or ice can be removed therefrom. The owner or occupant of any such lot, part of a lot, and any person having the charge of any such church, schoolhouse or other public building, who shall violate, neglect or refuse to comply with the requirements of this section shall, upon conviction thereof, be punished as ~~prescribed in Chapter 1, General Provisions, Article II, of this Code~~ **by a fine of \$75 for each violation. For each 72 hours following the initial violation in which the original violation is not remedied a new ticket will be issued for the infraction with an additional penalty of \$75.**
- B. No person shall place, throw, erect or cause to be placed, thrown or erected in any public street, square, alley, highway or avenue in the City any pile of dirt, snow, ice, rubbish or refuse material of any kind, which shall or may obstruct or endanger the ordinary travel upon such street, square, alley, highway or avenue; nor shall any owner or occupant of any house or lot adjoining any street, square, alley, highway or avenue in the City permit any accumulation of ice on the sidewalk in front of the house or lot owned or occupied by him/her, which may be caused by water from the house gutter or conductor from such house or lot running to or across such sidewalk. Every person violating the prohibitions in this section contained, shall, upon conviction thereof, be punished as ~~prescribed in Chapter 1, General Provisions, Article II, of this Code~~ **by a fine of \$75 for each violation. For each 72 hours following the initial violation in which the original violation is not remedied a new ticket will be issued for the infraction with an additional penalty of \$75.**

- C. This section shall not be construed to prevent any person from shoveling snow from the sidewalk to the street, provided that it is done in such manner as not to create piles and obstructions that may endanger the public use of such streets.
- D. If the owner or occupant of the abutting premises and property shall violate, neglect or refuse to comply with the requirements of Subsections A and B, and refuse and neglect to remove from the sidewalk in front of his/her premises ice, snow, rubbish or refuse materials of any kind within 48 hours after written notice to do so has been served on him/her by the Commissioner of Public Works, either personally or by leaving the same at his/her residence or, if he/she be a nonresident, by mailing the same to him/her at his/her last known place of residence, then and thereupon the Commissioner of Public Works may proceed to remove such ice, snow, rubbish or refuse materials. A bill for the expense incurred in making such removal shall be presented to the owner personally, or by leaving the same at his/her residence, or if he/she be a nonresident, by mailing the same to him/her at his/her last place of residence; and if he/she shall fail to pay the same within 10 days thereafter, the Commissioner of Public Works shall file his/her affidavit of the actual cost of the work, together with a statement as to the premises and property in front of which the removal was made, with the assessors of the City, and they shall thereupon assess such amount of expense upon such property, and shall file their assessment with the City Clerk, and the amount assessed shall be enforced and collected in the same manner as other assessments for local improvements in the City.

Section 2: This act shall take effect immediately.

Approved as to form, May 28, 2015

Ian H. Silverman, Esq., Corporation Counsel

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED
BY KERRY FAGAN ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:

PROPERTY OWNER	PARCEL NO.	ADDRESS
Kerry Fagan	90.72-2-17	7 Frear Ave.

Section 2. The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.

Section 3. Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.

Section 4. This Ordinance shall take effect immediately.

Approved as to form, June 10, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Kerry Fagan
PROPERTIES: 7 Frear Ave. (90.72-2-17)
ATTORNEY: Molly Casey, Esq. (Thuillez Ford, Gold, Butler & Monroe)

This is a 2,846 sq. ft two-family residence assessed for \$162,000. Petitioner's appraisal report, prepared by Diane Bryce, supports a value of \$137,890. After negotiations, the parties agreed to settle this proceeding at \$150,000, which is consistent with the assessments of other two-family residences in the neighborhood.

The following shows the refund liability

Assessed Value	Revised Assessed Value	2014 Total Refund	2014 City Refund
\$162,000	\$150,000	\$483	\$138

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT:
JOHN M. LARKINS, V. THE CITY OF TROY; CITY OF TROY POLICE OFFICERS JUSTIN ASHE;
DOMINICK COMITALE, AND MARTIN FURCINITI, INDIVIDUALLY AND/OR AS AGENTS,
SERVANTS, AND/OR EMPLOYEES OF THE CITY; CIVIL ACTION NO. 1:13CV-1442**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** The above named plaintiff commenced this civil rights action by way of 42 U.S.C. §1983 for “(1) false arrest; (2) malicious prosecution; (3) excessive force; and (4) unlawful imprisonment.
- Section 2.** The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with the attached draft of the Release
- Section 3.** The Comptroller is authorized and directed to make, issue and countersign the required drafts as outlined in the Release, said sums to be payable out of the Judgments and Claims Account.
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, June 11, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

On November 20, 2013, John M. Larkins commenced a Federal Court action against the City of Troy, et al. alleging (1) false arrest; (2) malicious prosecution; (3) excessive force (4) and unlawful imprisonment.

The claims in this case stem from an incident that occurred on August 27, 2011 as St. Mary's Hospital in the City of Troy.

On May 18, 2015 the trial of this matter began before a federal jury and the Hon. David Hurd in Utica, NY. On May 21, 2015 the jury rendered its verdict and the matter was adjourned until June 1, 2015 for the damages phase of the trial. After the verdict was reached the Honorable David Hurd, United States District Court Judge strenuously encouraged the parties to settle the action. As a result and after lengthy discussions therein the Court and the parties have entered into a proposed Consent Decree and Release.

Under the terms of the proposed Release, the Court has dismissed the Plaintiff's action. This settlement includes attorneys' fees. Finally there will be no admission of liability or wrongdoing on behalf of any of the named officers. The proposed Consent Decree and release is conditioned upon approval from the City Council and approval from the Mayor. If the terms of this settlement are not fully executed then this case will be once again placed on the Court's trial calendar.

RELEASE

To all to Whom these Presents shall Come, Or may concern:

Greeting: Know Ye, That John M. Larkins for and in consideration of the sum of Thirty Nine Thousand dollars (\$39,000.00) lawful money of the United States of America, which is inclusive of attorney's fees, to him in hand paid by **The City of Troy**, the receipt whereof is hereby acknowledged, has remised, released and forever fully discharged, and by these presents does for himself and his heirs, executors, and administrators, remise, release, and forever fully discharge the said **City of Troy, Justin Ashe, Dominick Comitale and Martin Furciniti** (hereafter Releasees), and all of their employees, divisions, parent(s), subsidiaries, insurers, executors, partners, officers, council members directors, and administrators, successors, heirs and assigns from any and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity, which against the said Releasees he ever had, now has or which upon or by reason of any manner, cause or thing whatsoever relating to the causes of action set forth or which could have been set forth in the matter entitled John M. Larkins v. Justin Ashe, et al. bearing index no. 1:13-cv-1442 commenced in the U.S. District Court for the Northern District of New York. This release may not be changed orally.

This is a legal document, an attorney should be consulted prior to its execution.

IN WITNESS WHEREOF, I have caused this Release to be executed this _____ day of _____, 2015.

John M. Larkins

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of June in the year 2015 before me, the undersigned, personally appeared **John M. Larkins**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**ORDINANCE APPROVING SETTLEMENT OF TAX CERTIORARI PROCEEDINGS INSTITUTED
BY TRUSTCO BANK CORP NY ON THE ASSESSMENT ROLL OF THE CITY OF TROY**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** The Corporation Counsel of the City of Troy is hereby authorized to compromise and settle tax certiorari proceeding instituted by the following taxpayer as provided in certain stipulation on file with the office of the Corporation Counsel:
- | PROPERTY OWNER | PARCEL NO. | ADDRESS |
|-----------------------|-------------------|-------------------|
| Trustco Bank Corp NY | 101.53-11-2 | 1700 Fifth Avenue |
- Section 2.** The Corporation Counsel of the City of Troy is hereby authorized to execute the necessary stipulations for the settlement of the proceedings and the Orders based on said stipulations shall authorize the City Treasurer of the City of Troy, if necessary, to revise the 2015 assessment roll to reflect said changes.
- Section 3.** Upon receipt by the City Treasurer and the City Comptroller of the executed Stipulations and Orders, said tax rolls shall be adjusted accordingly, and the necessary refunds will be made to the property owner, if applicable.
- Section 4.** This Ordinance shall take effect immediately.

Approved as to form, June 17, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

TAXPAYER: Trustco Bank Corp. NY
 PROPERTY 1700 Fifth Avenue (101.53-11-2)
 ATTORNEY: Mark Lansing, Esq. (Barclay Damon LLP)

This is a 3,300 sq. ft branch bank assessed for \$750,000 in which Trustco has challenged the 2013 and 2014 assessments. Petitioner's appraisal report, prepared by Scott Bellcourt, supports a value of \$270,000. After reviewing the sales of similar banks in the area, the city's appraisers calculated a value based upon \$136/sq. ft. Based upon that analysis, the City negotiated with Trustco's attorneys and agreed to a \$450,000 assessment for 2013 and 2014, with refunds paid by the City, County and School District.

The following shows the refund liability

Assessed Value	Revised Assessed Value	2013 City refund	2013 City Refund	2014 City Refund	2014 City Refund	Total City Refund	Total refund
\$750,000	\$450,000	\$12,201	\$3,312	\$12,072	\$3,450	\$6,762	\$24,273

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY
THE PRIVATE SALE METHOD OF CITY-OWNED REAL PROPERTIES**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1.** Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.
- Section 2.** The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.
- Section 3.** The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.
- Section 4.** The purchaser, purchase price and terms and conditions of sales are as follows:

PROPERTY	PURCHASER	PRICE
1. 496 W. Park Place	Hwida Elzuhair	\$1,500.00
2. 514 Sixth Avenue	Andrew Bacalakis	\$5,000.00
3. 20 Park Avenue	Randall and Allison Fox-Solomon	\$500.00
4. 769-771 River Street	Julian and Beau Stallard	\$2,000.00
5. 3012 Seventh Avenue	Ricardo Suarez Silva	\$3,000.00
6. 90 King Street	444 River Lofts, LLC	\$1,000.00
7. Sixth Avenue	501 Broadway, LLC	\$3,000.00
8. Tyler Street	John Johanson	\$500.00
9. 365 First Street	Revamped Properties, Inc.	\$1,000.00
10. 422 First Street	John Ouredilidis and Vittorio C. Sorriento	\$2,500.00

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

- A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

- Section 5.** This Ordinance shall take effect immediately.

Approved as to form, June 17, 2015


Ian H. Silverman, Esq., Corporation Counsel

THE CITY OF



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: March 11, 2015
Re: Private sale application submitted by: Hwida Elzuhair
Location: 496 W. Park Place(80.63-8-3)



Please find a request from Hwida Elzuhair in regard to purchasing the property located at 496 West Park Place. This parcel is classified as a single family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Ms. Elzuhair does not own any property in the City of Troy. Therefore, verification of Comptrollers records show that Ms. Elzuhair does not owe any back taxes, nor has she been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

1466W. Park place 80-63-8-3 single family
Property Location Tax Map # Description

PURCHASE PRICE \$1,500

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE I am working as title clerk
I am using it for living with my son

SUMMARY OF IMPROVEMENTS siding and what ever it
needs

Estimated Total Costs \$ 15,000

Present Number of Units 1
Proposed Number of Units 1

☐ Owner Occupancy yes ☒ no ☐
Residential ☒
Commercial ☐
Vacant Lot ☐

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Hwida Elzubair Company/LLC**
(please print)

Hwida Elzubair Principals
(please print)

Address 86 Project road
Troy N.Y 12180

Phone # (518) 364-9668

Hwida
(Signature)
Hwida
(Signature)

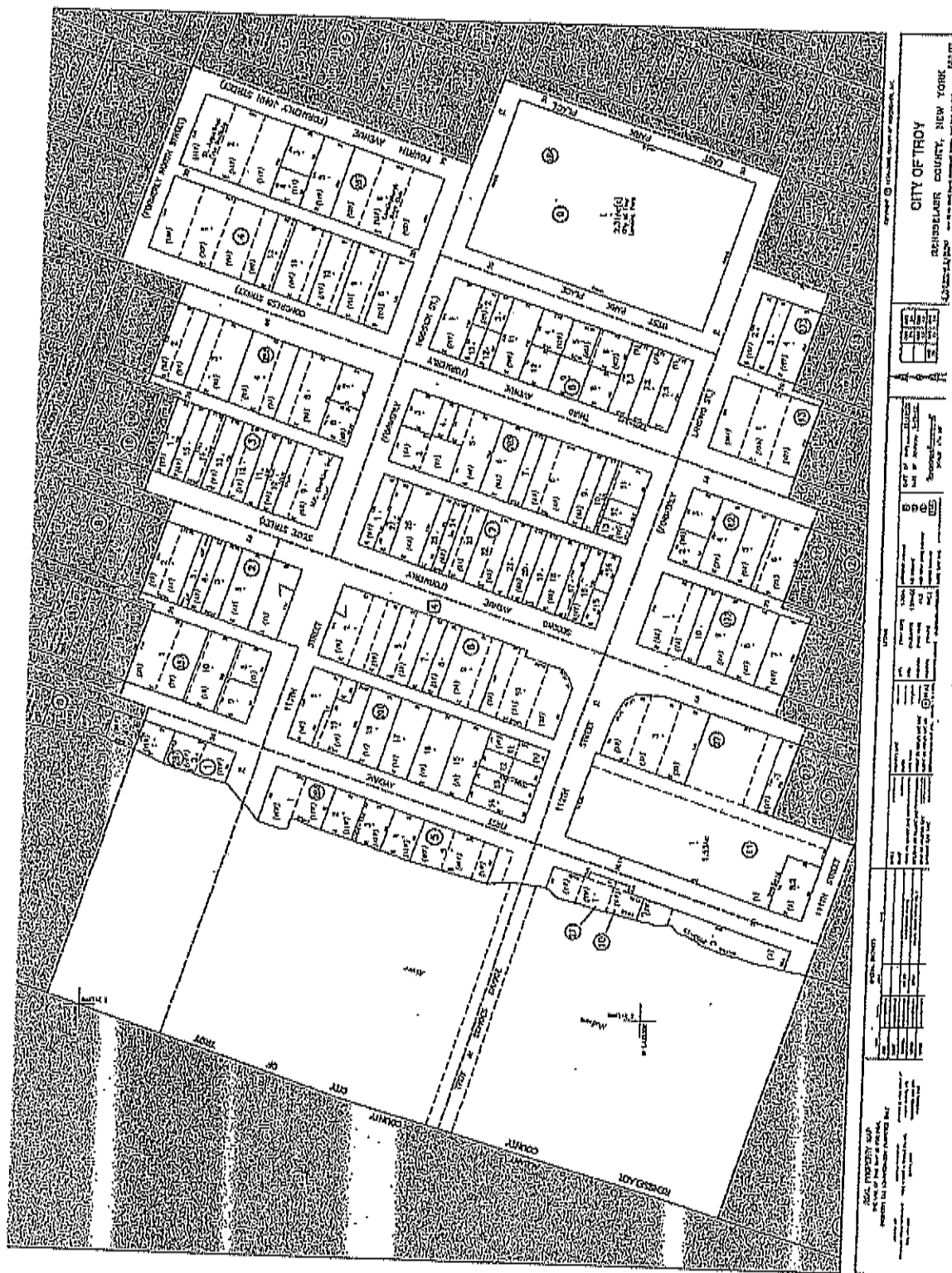
**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Owner Name: City of Troy, BA0075 Address: 433 River St PO Box: Troy, NY Zip: 12180-		Active 1 Family Res 1 Family Res 17113 Comm/pul Comm/pulSec & ele	
Site Pict: 1 Family Res 17113 Total 1		Land Type: Primary PF: 25.00 Acres: 0.03 Sqt: 0	
Buildings Type: Single-Old style Sfr: 1128 1/2 Baths: 0 Beds: 3 Total 1 Ext Wall: 05 Yr Built: 1090 Eff Yrsk: 0 Cond: Fair		Improvement Type Name: Dm2 Dm2: 144.00 1090 RP4: Porch-encl: 8.00 18.00 RP8: Porch-up e: 8.00 18.00 144.00 1900	
Exemption Code: 33401 City Tax Sale Amount: 55,000 Year: 0 Total 1		Special District Code: PL017 Troy Public Li RECY1 Recycling Units: 1.00 Pet Tyrs: .00 Move Tan: .00 Value / : .00	

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1614630 496 W PARK PL frontage and depth: 25 x 60 being the same premises described in Book 426 of Deeds at Page 83 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number 80.63-8-3 In Rem Serial No. BA0075 (SHEEHAN BRIDGET)




THE CITY OF



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: May 12, 2015
Re: Private sale application submitted by: Andrew Bacalakis
Location: (80.64-7-17) 514 6th Avenue



Please find a request from Andrew Bacalakis in regard to purchasing the property located at 514 Sixth Ave. This parcel is classified as a single family family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. Bacalakis does not own any property in the City of Troy. Therefore, verification of Comptrollers records show that Mr. Bacalakis does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

514 6th Ave 80.64-7-17 Single Family
Property Location: Tax Map # Description

PURCHASE PRICE \$5,000.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE See attached sheet

SUMMARY OF IMPROVEMENTS See attached sheet

Estimated Total Costs \$ See sheet

Present Number of Units _____
Proposed Number of Units _____
☒ Owner Occupancy yes ☒ Residential ☒
no _____ Commercial _____
Vacant Lot _____

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Andrew S. Bacalakis Company/LLC** _____
(please print)

Principals _____
(please print)

Address 118 5th Ave, Troy, NY
12180

Phone # 518-414-6347
(Signature) Andrew Bacalakis
(Signature)

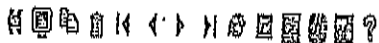
**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Private Sale Request

Proposed use: I will live in unit as an owner occupier, and will rent out additional bedrooms in the unit. I am currently employed at Denison Farm, and am residing within the city of Troy. I am active volunteer at the Troy Bicycle Rescue as well as Collard City Growers in North Troy. I have enjoyed contributing and participating in the vibrant community that is emerging in Troy, and by purchasing and updating this property I hope to make a long term commitment to the area and contribute to its revitalization.

Summary of Improvements: Will finish partial completed foundation work on unit, as well as install new roofing. Once I have obtained code, I also plan to continue to improve the unit, making it as energy efficient as possible.

Estimated Total Costs: \$15,000



City of Troy, BA0070 381700 Troy Active R/S: 1 School: Langsbury Csd
 514 Sixth Ave Roll Year: 2015 Next Yr 1 Family Res Land AV: 8,000
 Land Size: 0.07 acres Total AV: 60,000

Owner Total: 1 Name: City of Troy, BA0070 Address: 433 River St City: Troy, NY Zip: 12180		Site Total: 1 Pkgs: 17222 Nbrd Ctd: Sewer: Water: Utilities: 1 Family Res Comm/pul Comm/pu/Est & etc	
Taxable Value County: 0 Unit: 0 School: 60,000 Millage: 0 Millage after Star: 60,000		Miscellaneous Book: 7317 Page: 168 Map: Bank: COT Acct No: 1600630	
Land Total: 1 Type: FF: Depth: Acres: Sqft: Primary: 25.00 120.00 0.07 0		Building Total: 1 Bldg Style: 01 Ranch Ext/Walk: 03 Sls: 036 Yr Bld: 1890 Baths: 1 1/2 Baths: 1 Eff Yr Bld: 0 Beds: 3 Cond: Fair	
Exemption Total: 1 Code: 13401 City Tax Sale Amount: 60,000 Term: 0 Own Pct: 0		Improvement Total: 1 Type Name: RP2 Porch-cover Dim1: 14.00 Dim2: 22.00 SQFT Yr Bld: 300.00 1890	
Special District Total: 2 Code: 1017 Troy Public Li Units: .00 Pct: .00 Type: Move Tax: .00 ECV1 Recycling 1.00 .00 .00			



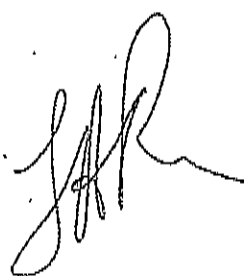
SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1608630. 514 Sixth Ave. Frontage and depth: 25 x 120 being the same premises described in Book 1739 of Deeds at Page 264 in the Rensselaer County Clerk's Office and being the same premises in the 1994 City of Troy Assessment Rolls as Tax Map Number 80.64-7-17. In Rem Serial No. BA0070 (Terrance James & Cheryl N. Sullivan)

THE CITY OF
TROY
Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: March 11, 2015
Re: Private sale application submitted by: Randall and Allison Fox-Solomon
Location: 20 Park Ave. (90.55-9-18)



Please find a request from Randall and Allison Fox-Solomon in regard to purchasing the property located at 20 Park Avenue. This parcel is classified as a vacant piece of land (formerly 6 lots merged into one for 2015 Roll).

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Mr. and Mrs. Fox-Solomon own 42 Glen Avenue in the City of Troy. They purchased this property in 2014 through the In-Rem process. Verification of Comptrollers records show that Mr. and Mrs. Fox-Solomon do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

20+22 Park Ave 90.55-9-17 / 90.55-9-18 2 parcels Vacant land
Property Location Tax Map # Description

PURCHASE PRICE \$500.00 2P

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE extend Backyard for 42 Glen Ave so our
children (5 adult, 6 minor) and grandchildren have a safe place to play.
our current home connects to proposed property

SUMMARY OF IMPROVEMENTS clean up and maintain
possibly install fencing later on

Estimated Total Costs \$ ~~500.00~~ 500.00

Present Number of Units 0 ☒ Owner Occupancy yes X Residential _____
Proposed Number of Units 0 no _____ Commercial _____
Vacant Lot X

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Randall Fox - Solomon Company/LLC** _____
(please print)

Allison Fox - Solomon Principals _____
(please print)

Address 42 Glen Ave

Troy, NY 12180

Phone # 518-779-6019

(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Double click to open a window

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

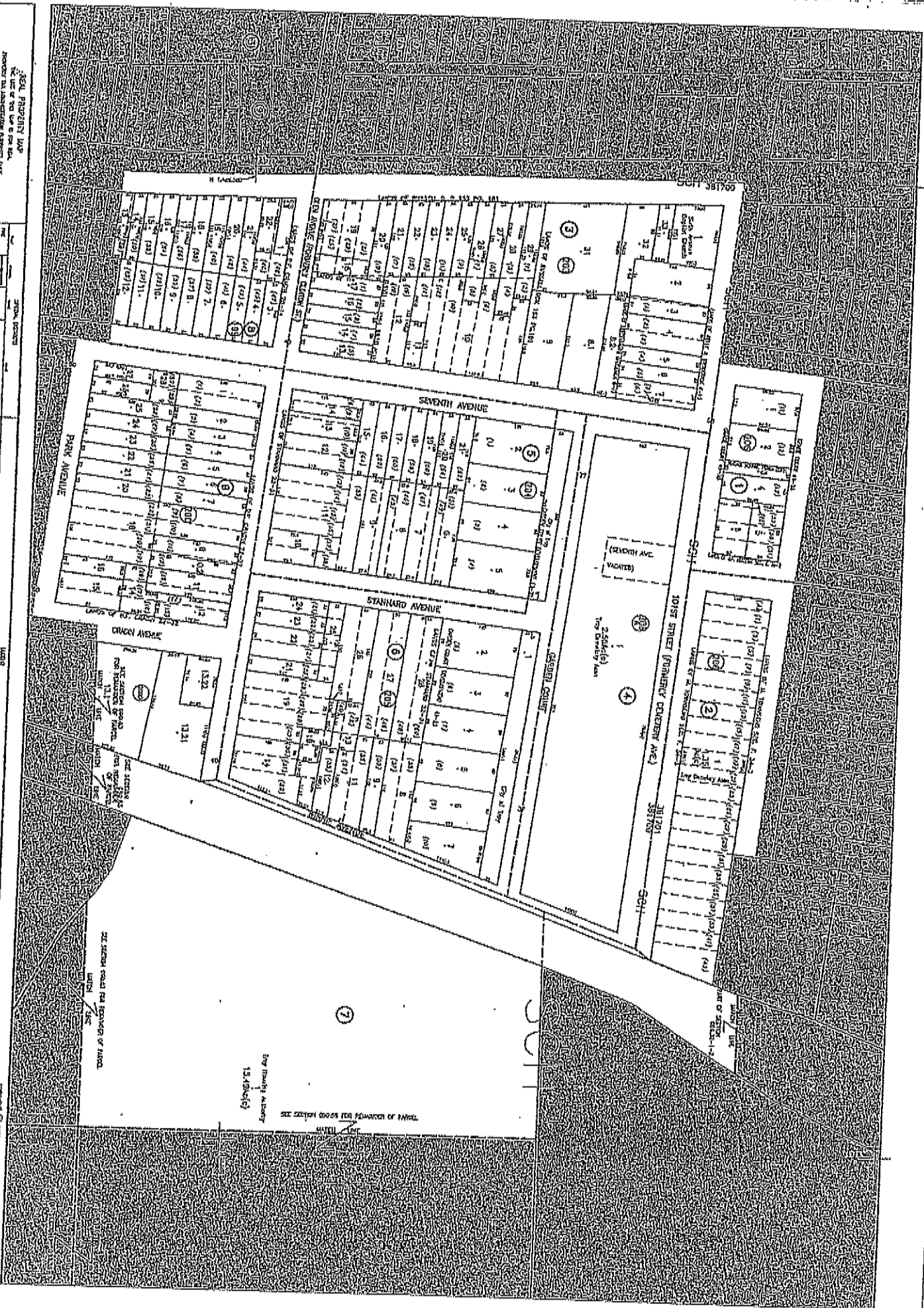
Ward & Plate 0601800: 9 Cross Street: frontage and depth 50.00 x 261.00 feet being the premises described in Book 3146 at page 85 in the Rensselaer County Clerk's Office and being the same premises in the 2005 City of Troy Assessment Rolls and Tax Map Number 90.55-9-18. In Rem Serial No. AT0076 (Nadine I. and Abraham Y. Yousef)

ALSO:

Ward & Plate: 1305190: 22 Park Avenue: frontage and depth 100.00 x 262.00 feet being the premises described in Book 3321 at page 205 in the Rensselaer County Clerk's Office and being the same premises in the 2006 City of Troy Assessment Rolls and Tax Map Number 90.55-9-17. In Rem Serial No. BA0050 (Abraham Yousef)

ALSO:

NOTE: The parcels herein were merged for the 2015 City of Troy Assessment Rolls to form one parcel designated with the address of 20 Park Avenue with SBL# of 90.55-9-18 and merged dimensions of 75.00 x 75.00 feet.



LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

LOCAL PROPERTY MAP
 THE CITY OF TROY, NEW YORK
 PREPARED BY THE ENGINEERING DEPARTMENT

CITY OF TROY

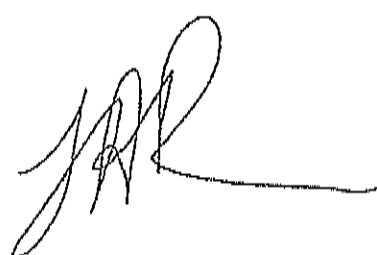
RENESELAER COUNTY, NEW YORK

300.55



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: May 11, 2015
Re: Private sale application submitted by: Julian & Beau Stallard
Location: (90.62-8-7.1) 769-771 River Street



Please find a request from Julian & Beau Stallard in regard to purchasing the property located at 769-771 River Street. This parcel is classified as an apartment.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Julian and Beau Stallard do not own any property in the City of Troy. Therefore, verification of Comptrollers records show that Julian & Beau Stallard do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

7697 River St.
Property Location

90.62-8-7.1
Tax Map #

5 Residential Units
1 Storefront
Description

PURCHASE PRICE 2,000

NOTE: Within 30 days of the City Council approval, the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Residential - 1 unit owner occupied - 1 unit occupied by sister
Commercial storefront
(see attached for details)

SUMMARY OF IMPROVEMENTS

see attached

Estimated Total Costs \$ 138,000

Present Number of Units 6
Proposed Number of Units 6

☐ Owner Occupancy yes X
no

Residential 5
Commercial 1
Vacant Lot

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s) Julian Stallard
(please print)

Company/LLC

Becerra Stallard
(please print)

Principals Julian Stallard

Address 251 County Rd. 67
Saratoga, NY 12866

Phone # 518-587-9788

[Signature]
(Signature)
[Signature]
(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

769 River St., Troy, NY 12182
Building Complex

Proposed Use:

Five residential units; I will owner occupy one unit. My sister will reside in a second and occupy the commercial space with a yoga studio/art gallery. The remaining three units will be rentals.

My family and I are excited to call Troy home. As a musician as well as an entrepreneur, I can see both the creative and the business potential of the area in which this building is located. We would love to be a part of the community movement toward a more vibrant and safer Troy. As owner occupants we believe that between our commitment to the city and our sincere determination to be a part of this community in a beneficial way we will transform this property to exceed the city's expectations. Throughout my life, my family and I have enjoyed many aspects of Troy including the farmers market, restaurants, vintage shops and bookstores and, for me especially, the diverse and intriguing art walks.

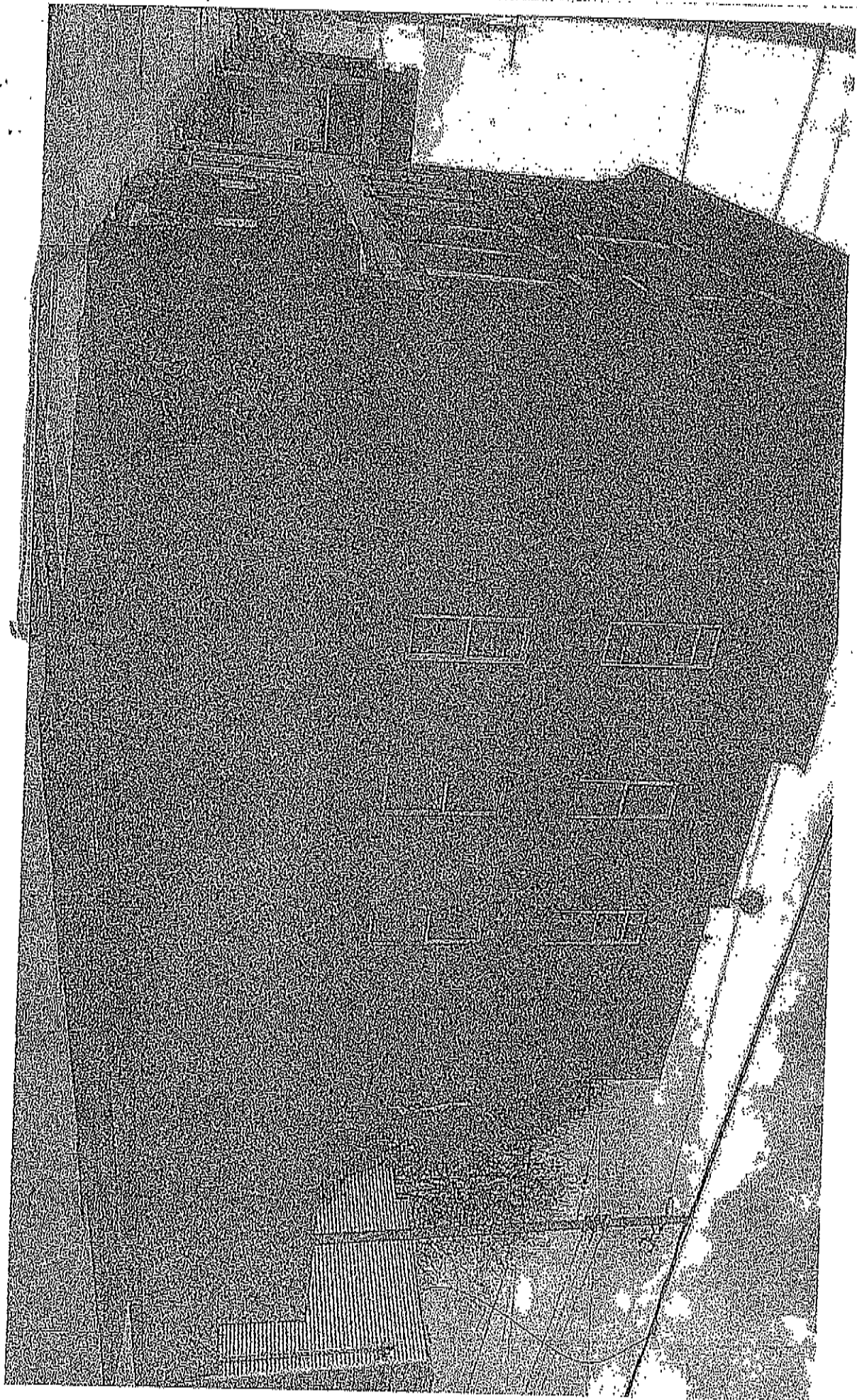
Our presence on this corner will be one of progress and neighborly kindness. I was brought up working on various construction sites with my father who has been renovating commercial and residential properties since 1985. Currently we own and operate Fish Creek Marina in Saratoga Springs. A successful business for 14 years, it is a 5 acre property with four thriving businesses. Combined, we have knowledge, wherewithal and a strong desire to immerse ourselves in this project that is centered in community. I have friends who live in and are doing rehabs in Troy and I have recently been establishing relationships with the neighbors of 769 River St. I'm eager to begin renovating so that I can contribute more to the city of Troy.

769 River St., Troy, NY 12182
Building Complex

Summary of Improvements:

- Repair roof and brick chimney
- Repair/replace windows as needed
- Install new plumbing and fixtures
- Update electric as needed
- All units will be renovated to meet all state and local codes
- New storefront (see photos attached)
- All exterior masonry repaired and painted as needed





City of Troy, BA0043
769-771 River St
Land Size: 0.03 acres

381700 Troy
Roll Year: 2015 Cur Yr
Land Size: 0.03 acres

Active
R/S: 1
School: Enlarged Troy I
Land Av: 4.900
Total Av: 150.003

Owner: City of Troy, BA0043		Total 1		Site		Total 1	
Address: 433 River St		Zip: 12180		Prods: 17004		Mand Cdt: 17004	
PO Box		City: Troy, NY		Apartment		Sewer: Comm/Prod	
Taxable Value		Miscellaneous		Land		Type: FR	
0		Book: 7317		FF		Depth: 75.00	
0		Page: 158		Fmmap		Acres: 0.03	
150.000		Medly:		Total 1		Sale:	
Schect: 150.000		Back: COT		0		0	
Schetter Slier 150.000		Acct Mc: 1300230		Building: 1		Section: 1	
Total 2		Total 2		Brock Model: 3.5 stly apt load: 3		Total 1	
Book: 7317		Sale Date: 11/10/14		Elfv Bldg: 1970		Wells: 3	
Page: 168		1 City of Troy, BA00		Gross Floor: 7725		Well Acc: 100	
3344		01/28/05		Bldg Perim: 0		Well Bx: 0	
221		7,800 Revert, Delfin		Wat Cx: 0		0	
Exemption		Total 1		Improvement		Total 1	
Code: 33401 City Tax Sale I		Amount: 150.000		Type Name: RGT Bar-1.0 alt		Dim1: 0	
Year: 0		Dun: 0		Dim2: 0		SQFT Yr Sub: 512.00	
Special District		Total 2		Total 1		Total 1	
Code: PL017 Troy Public U		Units: 00		Per Type: .00		Move Tax: .00	
RECY1 Recycling		3.00		.00		.00	

Double click to open a window

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate 1300231: 771 River Street: frontage and depth 53.28 x 75.00 feet being the premises described in Book 4154 at page 336 in the Rensselaer County Clerk's Office and being the same premises in the 2007 City of Troy Assessment Rolls and Tax Map Number 90.62-8-7.2. In Rem Serial No. AX0109 (S & S Home Builders Inc.)

ALSO:

Ward & Plate: 1300230: 769 River Street: frontage and depth 28.18 x 53.50 feet being the premises described in Book 33441 at page 221 in the Rensselaer County Clerk's Office and being the same premises in the 2006 City of Troy Assessment Rolls and Tax Map Number 90.62-8-7.1. In Rem Serial No. BA0043 (Delfin Reyes)

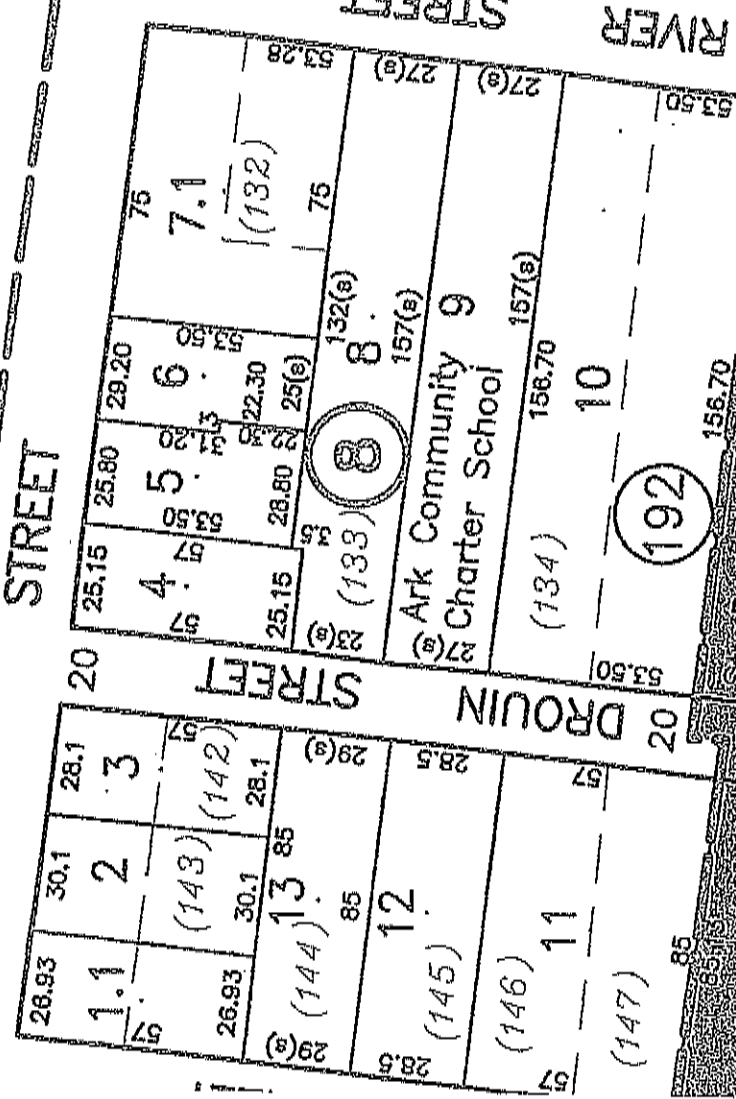
ALSO:

NOTE: The parcels herein were merged for the 2015 City of Troy Assessment Rolls to form one parcel designated with the address of 769-771 River Street with SBL# of 90.62-8-7.1 and merged dimensions of 53.28 x 75.00 feet.

40 120 20

Charter School 90 29
St. Patrick Church 89.40

STREET



RIVER STREET

DOUW STREET

St. Patrick's Church

Ark Community Charter School

INDEX TO ADDRESS MAP SECTIONS

090	090
54	55
non	non

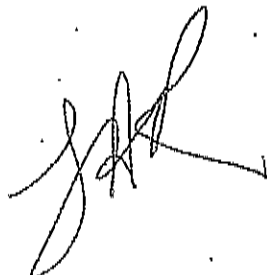
DATE OF MAP: 12-2-76



HWY

THE CITY OF
TROY
Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: March 11, 2015
Re: Private sale application submitted by: Ricardo Suarez Silva
Location: 3012 Seventh Ave. (90.71-2-22)



Please find a request from Ricardo Suarez Silva in regard to purchasing the property located at 3012 Seventh Avenue. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Ricardo Suarez Silva does not own any property in the City of Troy. Verification of Comptrollers records show that Ricardo Suarez Silva does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

3012 7th AVE 90.71-2-1-2 2 ^{Floors}
Property Location Troy Tax Map # Description

PURCHASE PRICE \$ 3,000

NOTE: Within 30 days of the City Council approval, the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE To live and for Renting. (Applied
for a few houses, hoping to have one to live in.)

SUMMARY OF IMPROVEMENTS Any applicable to help bring
the property to code and help make the
neighboring area look better! Estimated Total Costs \$ \$5,000
I work a full time job, 9 years and still here.

Present Number of Units 2

☐ Owner Occupancy yes ☒ no

Residential ☒
Commercial ☐
Vacant Lot ☐

Proposed Number of Units 2

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Ricardo Suarez Company/LLC** NA
(please print) Silva
NA Principals
(please print)

Address 2931 10th AVE
Troy NY 12180

Phone # 518-880-7575

NA
[Signature]
(Signature)
[Signature]
(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

3012 Seventh Ave
Land Street 0.06 acres

301700 Troy
Rel Year: 2015 Next Yr
Land Street 0.06 acres

Active R/S: 1
2 Family Res
School: Enlarged Troy I
Land Area: 0.400
Total Area: 45.000

Owner Name: City of Troy BA0053
Address: 433 River St
PO Box: 12180
City: Troy, NY
Zip: 12180

Site: 2 Family R
Total: 1
Floor: 17300
Sewer: Comm/pul
Water: Unk
Utilities: & ele

Parcel Value: 0
County: 0
Mort: 0
School: 45,000
Village: 0
Self after Sur: 45,090

Land: 24.83
Type: Primary
Depth: 100.00
Acres: 0.06
Sqft: 0

Book: 7317
Page: 168
Sale Date: 11/10/14
Sale Price: 20,900
Owner: City of Troy, B
Parcel No: 1306160

Building: 08 Old style
Style: 1804
Baths: 2
Bed: 1/2 Bath: 0
Total: 1
Ex Wall: 93
Yr Built: 1900
Elv Yrld: 0
Cord: Fair

Exemption: 33401 City Tax Sale I
Total 1
Amount: 45,000
Term: 0
Year: 0
Gwn: 0

Improvement: 08 Old style
Type Name: RP2 Porch-cove
Dim1: 7.08
Dim2: 15.08
RP5: 7.08
RP6: 15.00
SQFT Yr Built: 105.00
1990

Special District: 1
Code: 1
Units: 2.00
Pet Type: .00
Move Tax: .00

Value: .00

Double click to open a window

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 1306480 3012 SEVENTH AVE. frontage and depth: 24.83 x 100 being the same premises described in Book 5397 of Deeds at Page 83 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number 90.71-2-22 In Rem Serial No. BA0053 (PARVEZ ANSAR)



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: March 11, 2015
Re: Private sale application submitted by: 444 River Lofts, LLC
C/O Rick Manzardo
Matt Miller
Kim Buche

A handwritten signature in black ink, appearing to be "JAR" or similar, written in a cursive style.

Location: 90 King Street (101.38-2-21)

Please find a request from 444 River Lofts, LLC in regard to purchasing the property located at 90 King Street. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. 444 River Lofts, LLC does not own any property in the City of Troy. Verification of Comptrollers records show that 444 River Lofts, LLC does not owe any back taxes, nor has the company been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

Property Location	Tax Map #	Description
90 KING ST	101.38-2-21	Two Family

\$ 1000 - Tax M

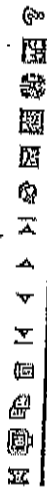
****If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.**

Rick Manzardo
4559 E Creeksbend Lane
Springfield MO 65809
(417)861-6212

Matt Miller
1308 S Pickwick
Springfield MO 65804
(417)830-5224

Kim Buche
111 Hidden Valley Drive
Strafford MO 65757
(417)459-9355

Proof of Funding:
Personal Financial Statements available
upon request.



City of Troy AY0039		381700 Troy		Active		R/S:1 School Enlarged Troy	
3 King St		Rel Year: 2015 Next Yr		2 Family Res		Land AV: 8,400	
		Land Size: 0.06 acres				Total AV: 82,000	
Owner: City of Troy AY0039 Address: 433 River St Box: J Box City: Troy, NY Zip: 12109-				Site: Total: 1 Pkgs: 2 Family Rr 17400 Sewer: Comm/pul Water: Comm/pul Utilites:			
Taxable Value: 0 Miscellaneuous: 0 Surtax: 0 Unit: 0 Pages: 44 Foot: 82,000 Acres: 0 Molar: 0 Bank: 0 All other Stat: 82,000 Acct No: 0703420				Land: Total: 1 Type: Primary FF: 29.25 Depltr: 96.67 Acres: 0.05 Sqft: 0			
File: Total: 2 Page: 44 Sale Date: 10/03/13 Owner: 1 City of Troy AY0039 1 Dewitt Shirley				Building: Total: 1 Bldgstyle: 08 Old style Sflc: 2352 Bath: 2 Beds: 4 Yr Bult: 1890 Eff Ylct: 0 Cond: Normal			
Exemption: Total: 1 Amount: 82,000 Year: 0 City Tax Sale: 0				Improvement: Total: 1 Type Name: RP2 Dim1: 26.00 Dim2: 156.00 Sqft Yr Bult: 1890			
Special District: Total: 2 Xes: 017 Troy Public Li: .08 Recycling: 2.00 Value / Move Tax: .08							

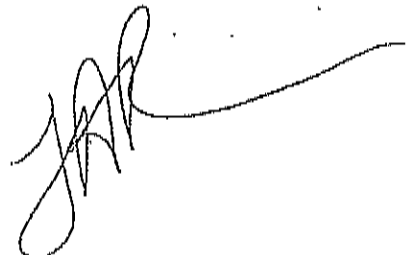
SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 0703420. 90 King St.. Frontage and depth: 29.25 cx 96.67 being the same premises described in Book 166 of Deeds at Page 1372 in the Rensselaer County Clerk's Office and being the same premises in the 1999 City of Troy Assessment Rolls as Tax Map Number 101.38-2-21 In Rem Serial No. AY0039 (Shirley Dewitt)

THE CITY OF
TROY
Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: June 2, 2015
Re: Private sale application submitted by: 501 Broadway, LLC
Location: (101.54-3-4) Sixth Avenue



Please find a request from 501 Broadway LLC in regard to purchasing the property located at Sixth Avenue. This parcel is classified as a vacant land.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. 501 Broadway, LLC owns 501 Broadway in the City of Troy. Verification of Comptrollers records show that 501 Broadway does not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY

PRIVATE SALE REQUEST FORM

Sixth Avenue 101.54-3-4 Vacant Land
Property Location SBL# Description
PURCHASE PRICE \$3,000

NOTE: Within 30 days of the City Council approval, the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE 501 Broadway, LLC ("Owner") is the fee owner of 501 Broadway (the "Property"), which Property surrounds the subject piece of land (the "Surplus Property"). The Surplus Property is currently used as a parking lot/drive lane serving the Owner's Property and the building thereon. Owner is under contract to sell the Property and the entire parking lot, including the Surplus Property, and as a condition of the sale of the Property, buyer requires that title to the Surplus Property be conveyed simultaneously with title to the Property. Accordingly, Owner is submitting this bid to acquire title to the Surplus Property in advance of the closing on the sale of the Property.

SUMMARY OF IMPROVEMENTS Following the sale of the Property and Surplus Property to the buyer, the Surplus Property will be used as a parking lot/drive lane.

Estimated Total Costs \$Pre-Closing: None
Post-Closing: TBD
Present Number of Units _____
Proposed Number of Units _____
☒ Owner Occupancy* yes X* Residential _____
no _____ Commercial X*
Vacant Lot _____

*Surplus Property is currently used as a parking lot/drive lane and will continue to be used as a parking lot/drive lane after a sale to buyer.

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** _____ Company/LLC** 501 Broadway, LLC
(please print)

_____ Officer
(please print) Principals Joseph M. Miller, President

Address _____
885 Third Ave., 19th Floor, New York, NY, 10022

Phone # 646-790-6899

(Signature) Joseph M. Miller

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

015134

201700

2015

Cap in

Active

P/S

Red

Enlarged

No

010101
Rth Avenue

Rel Year
Land 000001 Acres

Vacant Cont

Land 3000

Acres 3000

Owner

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File

Area

Cost

Value

Land 000001

Rel

File



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: May 11, 2015
Re: Private sale application submitted by: John Johanson
Location: (111.52-9-13) Tyler St.

Please find a request from John Johanson in regard to purchasing the property located at Tyler Street. This parcel is classified as vacant land.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. John Johanson owns several properties in the City of Troy (see attached listing). Verification of Comptrollers records show that John Johanson does not owe any back taxes, nor has he been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

Tyler Street
Property Location

111.52-9-13
Tax Map #

Vacant Land
Description

PURCHASE PRICE \$500

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Proposer is a partner on a 50 acre parcel adjoining this Tyler St parcel.

This parcel will serve to augment the property and provide needed access to Tyler St on
reasonable topography. The property will augment future plans.

SUMMARY OF IMPROVEMENTS Property will be cleaned, posted, and maintained.

Purchase subject to acceptable title abstract prior to closing (by purchaser)

Estimated Total Costs \$ 500

Present Number of Units 0

Proposed Number of Units 0

☐ Owner Occupancy yes

no X

Residential

Commercial

Vacant Lot X

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** John E. Johanson
(please print)

Company/LLC**

(please print)

Principals

Address 152 Mill Street


Troy, NY 12180

Phone # 518-265-8555

(Signature)

(Signature)

If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.













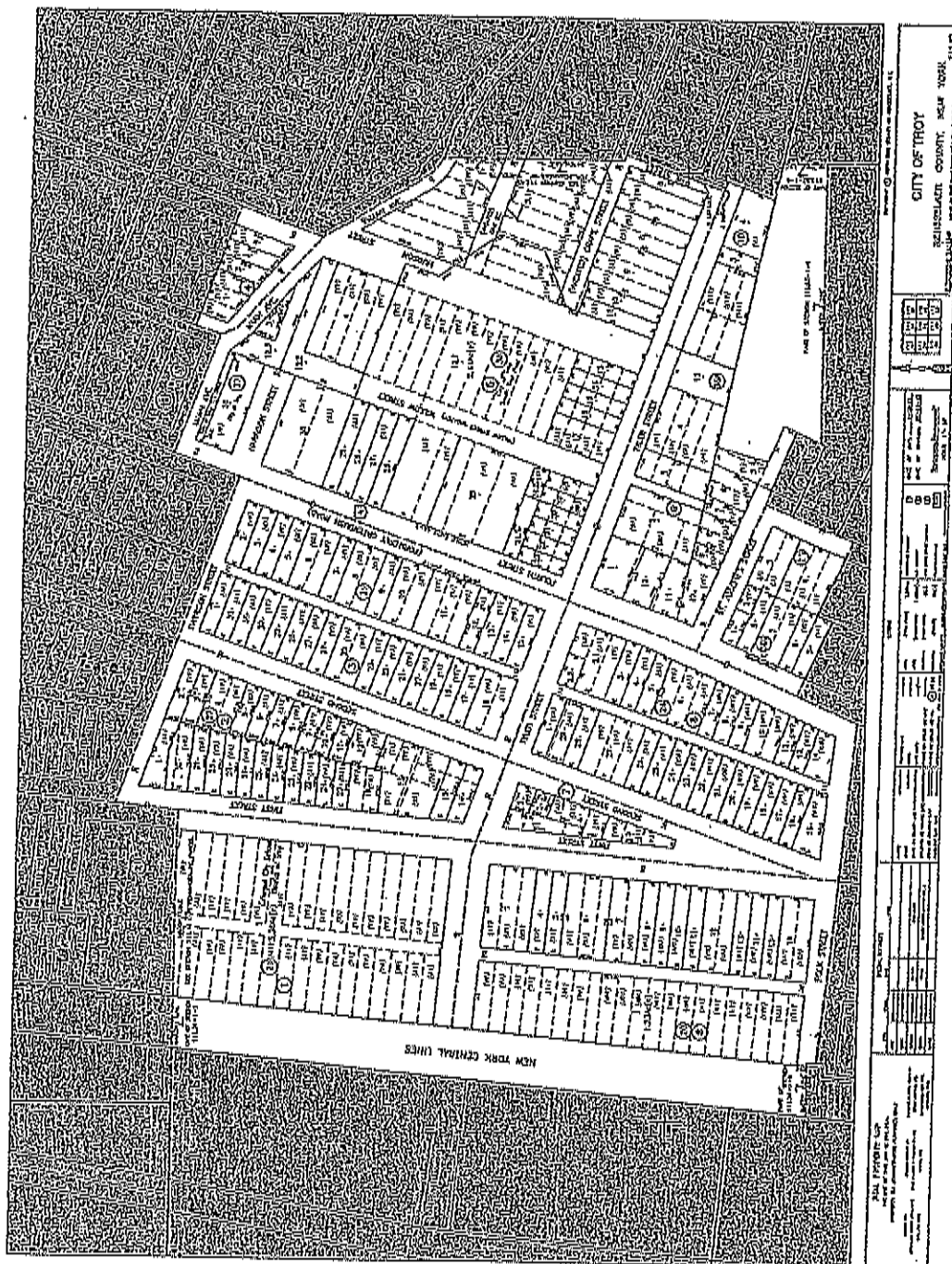












THE CITY OF
TROY
Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: March 11, 2015
Re: Private sale application submitted by: Revamped Properties, Inc.
C/o Danielle Moore
Location: 365 First Street. (111.36-6-5)

Please find a request from Revamped Properties Inc, in regard to purchasing the property located at 365 First Street. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Revamped Properties, Inc. (Danielle Moore) owns one property in the City of Troy; 1115 Tenth Ave, which was purchased through the In-Rem process. Verification of Comptrollers records show that Revamped Properties Inc. and Danielle Moore do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY

PRIVATE SALE REQUEST FORM

365 1st St.	111.36-6-5	TWO-FAMILY
Property Location	Tax Map #	Description

PURCHASE PRICE \$1000.00

NOTE: Within 30 days of the City Council approval, the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE PROPERTY WILL CONTINUE TO BE USED AS
A TWO-FAMILY ONCE FIXED UP. THE END GOAL IS
TO SELL TO AN OWNER OCCUPIED RESIDENT.

SUMMARY OF IMPROVEMENTS SEE ATTACHED

Estimated Total Costs \$ 47,000

Present Number of Units 2
Proposed Number of Units 2

☐ Owner Occupancy yes _____ no X Residential X
Commercial _____
Vacant Lot _____

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** DANIELLE MOORE Company/LLC** REVAMPED PROPERTIES, INC.
(please print)

(please print)

Principals DANIELLE MOORE - 100%

Address 31 WALWORTH ST

SARATOGA SPRINGS, NY
12860

Phone # 518-955-6807

(Signature)

(Signature)

If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. **NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Hammerpoint Quick Repair Estimator

Repair Estimate - 4/19/2015 - 4/19/2015 3:45:31 PM

365 1st St

Troy, NY 12180

Item	Repair Type	Number of Units	Unit of Measure	Unit Cost	Repair Cost
Exterior - Roof	Roof (rip and replace) - Architectural Shingle	1,440	Square Feet	\$4.00	\$5,760.00
Exterior - Windows	Windows, vinyl, average size	15	Each	\$250.00	\$3,750.00
Exterior - Landscaping	Clean Up Landscaping & Yard Only	1	Lump Sum	\$500.00	\$500.00
Interior - Painting	Interior Painting Only	1,440	Square Feet	\$1.00	\$1,440.00
Interior - Carpet / Vinyl	Carpet	1,200	Square Feet	\$1.35	\$1,620.00
Interior - Carpet / Vinyl	Vinyl or linoleum flooring	240	Square Feet	\$2.00	\$480.00
Interior - Kitchen - (Grouped)	Low end kitchen - cabinets & countertops	2	Each	\$5,000.00	\$10,000.00
Interior - Bathroom - (Grouped)	Full bath - replace everything	2	Each	\$3,000.00	\$6,000.00
Interior - Doors & Trim	New interior doors, closet doors, & trim (1500 sq ft house)	1	Each	\$2,000.00	\$2,000.00
Mechanicals - HVAC	Service heating & cooling system only	1	Each	\$2,000.00	\$2,000.00
Mechanicals - Plumbing	Plumbing work in wet locations with fixtures (not replumbing entire house)	1	Each	\$1,500.00	\$1,500.00
Mechanicals - Plumbing	Replace gas hot water heater - 40 gallon	2	Each	\$600.00	\$1,200.00
Mechanicals - Electrical	Basic electrical work for house & lighting fixtures (1500 sq. ft. house)	1	Each	\$3,000.00	\$3,000.00
Other - Demolition & Dumpsters	Demolition work (cost to fill one 40 yd dumpster)	1	Each	\$500.00	\$500.00
Other - Demolition & Dumpsters	Dumpster rental (40 yard)	3	Each	\$500.00	\$1,500.00
Other - Permits	Construction permits over the counter	1	Each	\$750.00	\$750.00

Item	Repair Type	Number of Units	Unit of Measure	Unit Cost	Repair Cost
Other - Contingency	Miscellaneous contingency cost (5% to 10% usually)	1	Lump Sum	\$5,000.00	\$5,000.00
TOTAL REPAIR COSTS					\$47,000.00

365 1st St Troy, NY 12180

For the property at 365 1st St Troy, NY 12180, the proposed improvements are an estimate on a similar style house due to not being able to get into the proposed property. Also, please note that I, Danielle Moore, owner of Revamped Properties, Inc., am also a licensed real estate salesperson with RealtyUSA. The proposed improvements with price (including labor) are stated on the attached estimator. An explanation of repairs are as follows:

The exterior of the house will be power washed, and the roof will be replaced. It looks to be in good condition otherwise. All exterior windows and doors will be replaced. The yard will be cleaned up and landscaped. In regards to the interior of the house, the layout will stay the same unless necessary changes are found. All mechanicals will be replaced/serviced as needed and brought up to code. Both bathrooms will be completely renovated (i.e. new vanity, new bathtub/shower, new toilet, new flooring). The kitchens will be replaced (i.e. new cabinets, new appliances, new flooring, and new fixtures). The kitchens and bathrooms will have vinyl flooring. All bedrooms and living space will have new carpeting. All interior doors will be replaced. Also, I have estimated \$5000 for any extra necessary work needed. All work will be done with regulation from the city. Permits will be pulled when necessary.

Also, I recently purchased 1115 10th Ave in March, as a tax foreclosure in which I am almost finished remodeling. I have attached before and after exterior pictures for your viewing. I was originally going to resell this property, but I have decided to move to Troy once renovations are complete, as I see a great need for this in the city. I would love the opportunity to continue bringing Troy's neighborhoods back to life.

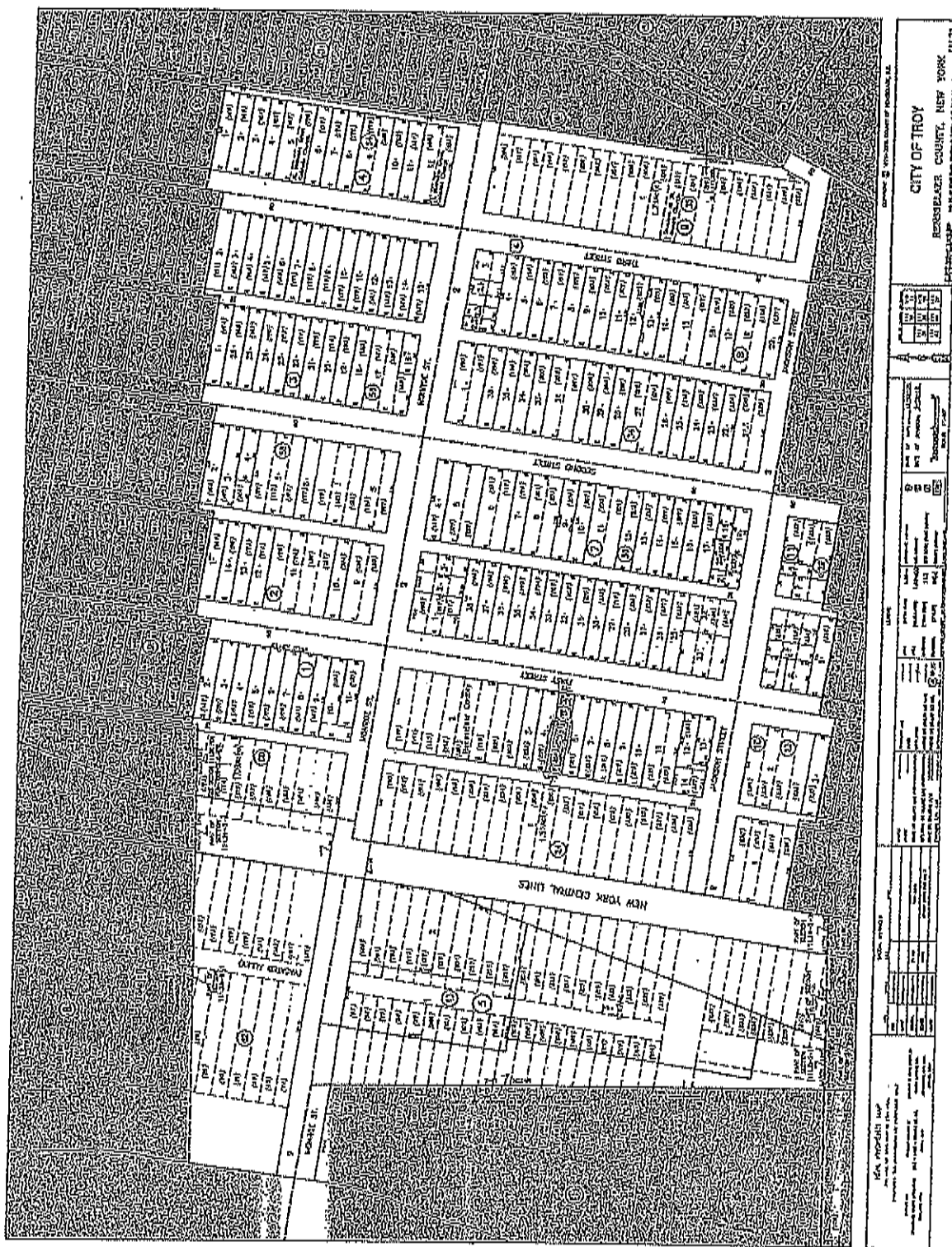
I have never been delinquent on my taxes at my current residence in Saratoga as the attached records show.

Double click to open a window

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

Ward & Plate: 901040 365 FIRST ST. frontage and depth: 25 x 130 being the same premises described in Book 6244 of Deeds at Page 259 in the Rensselaer County Clerk's Office and being the same premises in the 2013 City of Troy Assessment Rolls as Tax Map Number 111.36-6-5 In Rem Serial No. BA0020 (VERNA JOCELYN JR)




THE CITY OF



Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: June 2, 2015
Re: Private sale application submitted by: John Oureilidis & Vittorio C. Sorriento
Location: (111.44-6-37) 422 First St.



Please find a request from John Oureilidis & Vittorio Sorriento in regard to purchasing the property located at 422 First Street. This parcel is classified as a two family.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. John Oureilidis & Vittorio Sorriento own several properties in the City of Troy. Verification of Comptrollers records show that John Oureilidis & Vittorio C. Sorriento do not owe any back taxes, nor have they been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY
PRIVATE SALE REQUEST FORM

422 First Street 11144-6-37 2 Family
Property Location Tax Map # Description

PURCHASE PRICE \$2,500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Continue to occupy as a 2 Family

SUMMARY OF IMPROVEMENTS New Kitchen, New Bathrooms, Paint, & foundation work.

Estimated Total Costs \$40,000.00

Unit Number of Units 2
Proposed Number of Units 2
☐ Owner Occupancy yes ☒ Residential ☒
no ☒ Commercial ☐
Vacant Lot ☐

Deed from the City will be composed using the name/names exactly as shown below:

(s)** John Oreilich Company/LLC**
(please print)

Vittorio C. Sorrento Principals
(please print)

150 Winter Street

Troy, NY 12180

518-357-0259

(Signature)

(Signature)

If more than one individual, partner, shareholder or member, attach additional sheets providing the home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must complete a Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or liability, expressed or implied.

Owner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
Dureildis, John	381700	2015	112.37-3-1	Trenton St	311	21,000	A
Dureildis, John	381700	2015	112.37-3-4	Hoyle St	311	20,600	A

Parcel 112722-1
Notes
History
Assessment
Example(s)
Spec Dist(s)
Description
Owner(s)
Images
GIS
Site (1) Res
Land(s)
Bldg
Improvement(s)
Valuation
Sale 10/27/06
Sale 07/24/98

Parcel 112722-1
Notes
History
Assessment
Example(s)
Spec Dist(s)
Description
Owner(s)
Images
GIS
Site (1) Res
Land(s)
Bldg
Improvement(s)
Valuation
Sale 10/27/06
Sale 07/24/98

Parcel 112722-1
Notes
History
Assessment
Example(s)
Spec Dist(s)
Description
Owner(s)
Images
GIS
Site (1) Res
Land(s)
Bldg
Improvement(s)
Valuation
Sale 10/27/06
Sale 07/24/98

Parcel 112722-1
Notes
History
Assessment
Example(s)
Spec Dist(s)
Description
Owner(s)
Images
GIS
Site (1) Res
Land(s)
Bldg
Improvement(s)
Valuation
Sale 10/27/06
Sale 07/24/98

Parcel 112722-1
Notes
History
Assessment
Example(s)
Spec Dist(s)
Description
Owner(s)
Images
GIS
Site (1) Res
Land(s)
Bldg
Improvement(s)
Valuation
Sale 10/27/06
Sale 07/24/98

City of Troy BA0035		381700 Troy		Active		R/S: 1		School: Enlarged Troy I	
422 First St		Roll Year: 2015		2 Family Res		Land AV: 8,890		Total AV: 75,000	
Land Size: 0.07 acres									
Owner Name: City of Troy, BA0035		Total 1		Site		Total 1			
Add'l Addr: 433 River St				Prop: 2 Family R#		Mbl'd Crt 17922		Sewer: Comm/psd	
PO Box								Water: Comm/pu&as & etc	
City: Troy, NY		Zip: 12180							
Taxable Value: 0		Miscellaneous Book: 7317		Land		Total 1			
County: B		Page: 168		Type: F#		Depth: 25.00		Acres: 0.07	
School: 75,000		Mortg: 0		F#		130.00		Sale: 0	
Scl after Start: 75,000		Bank: COT		F#		130.00		0.07	
		Acct No: 1201040							
Sale Book: 7317		Page: 168		Building		Total 1			
Page: 168		Sale Date: 11/10/14		Bkty: 08		Old style			
4635 286		85/85/00		Site: 2024		1/2 Bells: 0		Exit Wall: 03	
3660 320		07/19/06		Beds: 7				Yr Built: 1910	
		83,740 Pollini, James						Eff Yrld: 0	
								Cond: Normal	
Exemption Code: 33401 City Tax Sale 1		Total 1		Improvement		Total 2			
		Amount: 75,000		Type Name		Dircl: 8.00		Dirnz: 18.00	
		Year: 0		RP4		Porch: 8.00		144.00 1918	
				RP8		Porch: 8.00		144.00 1910	
Special District: Troy Public Li		Total 2							
Code: P1017		Units: .00							
RECY: Recycling		Pet Type: .00							
		Move Tax: .00							

**ORDINANCE AUTHORIZING SETTLEMENT OF CLAIM, TO WIT:
ROBERT WASHINGTON, V. TROY POLICE OFFICER ISAAC BERTOS, TROY POLICE
DEPARTMENT AND THE CITY OF TROY; CIVIL ACTION NO. 1:14-CV-799**

The City of Troy, in City Council, convened, ordains as follows:

- Section 1. The above named plaintiff commenced this civil rights action by way of 42 U.S.C. § 1983 for “ (1) excessive force; (2) false arrest; (3) malicious prosecution; (4) malicious abuse of process and (5) implementation of unconstitutional departmental policies or failure to institute appropriate policies (Monell claim).
- Section 2. The Corporation Counsel is authorized to settle the above litigation in a manner that conforms in all material respects with the attached draft of the Stipulation of Settlement. The Corporation Counsel shall obtain a Stipulation of Discontinuance and General Release in full satisfaction of the claims prior to payment.
- Section 3. The Comptroller is authorized and directed to make, issue and countersign the required drafts as outlined in the Stipulation of Settlement, said sums to be payable out of the Judgments and Claims Account.
- Section 4. This Ordinance shall take effect immediately.

Approved as to form, June 19, 2015

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM IN SUPPORT

On July 1, 2014, Robert Washington commenced a Federal Court action against the City of Troy, et al. alleging (1) excessive force; (2) false arrest; (3) malicious prosecution; (4) malicious abuse of process and (5) implementation of unconstitutional departmental policies or failure to institute appropriate policies (Monell claim).

The claims in this case stem from an incident that occurred on July 4, 2013 on 305 3rd Street in the City of Troy. Officer Bertos approached Mr. Washington regarding a beer Mr. Washington was holding. A confrontation occurred between Officer Bertos and Mr. Washington, where Mr. Washington was tased by Officer Bertos. Mr. Washington was arrested and charged with Assault in the Second Degree, Resisting Arrest, and a violation of the City's open container ordinance.

Mr. Washington was detained following his arraignment and thereafter remained in custody at the Rensselaer County Jail until he was acquitted of all criminal charges, except the open container by a jury on February 10, 2014, 7 months and 6 days after the incident.

At a recent court conference the Honorable Christian F. Hummell, United States Magistrate Judge strenuously encouraged the parties to settle the action. As a result of the conference and after lengthy discussions therein the Court and the parties have entered into a proposed Consent Decree and Release.

Under the terms of the proposed Consent Decree and Release, the Plaintiff will discontinue its actions with prejudice. The exact terms of the settlement have been sealed. This settlement includes attorneys' fees and each side agrees that neither side will seek prevailing party status under 42 USC §1988. Finally there will be no admission of liability or wrongdoing on behalf of any of the named officers, nor the City of Troy. The proposed Consent Decree and release is conditioned upon approval from the City Council and approval from the Mayor. If the terms of this settlement are not fully executed then this case will be once again placed on the Court's trial calendar.

RESOLUTION APPROVING AND ENDORSING THE INDEPENDENT LIVING CENTER OF THE HUDSON VALLEY'S (ILCHV'S) APPLICATION TO THE MAIN STREET PROGRAM FOR THE RENOVATION OF THE FIRST AND SECOND FLOORS AT 15-17 THIRD STREET, TROY, WHICH WILL ALLOW THE EXPANSION OF SERVICES TO PEOPLE WITH DISABILITIES

WHEREAS, the purpose of the Main Street program, administered by the NYS Office of Homes and Community Renewal, is to provide financial assistance to New York State communities to assist with downtown revitalization; and

WHEREAS, the City of Troy has as its goal the renewal of neighborhoods through economic investment, particularly in homeownership and reuse of commercial buildings in Census Tract 407; and

WHEREAS, the non-profit corporation ILCHV, Inc. wishes to apply for up to \$250,000 of Main Street funding to support the renovation of the first and second floor space; and

WHEREAS, the grant is due by July 30, 2015, now therefore be it

RESOLVED, that the City of Troy City Council approves and endorses the ILCHV's application to the Main Street Program for improvement of community facilities.

Approved as to form, June 15, 2015

Ian H. Silverman, Esq., Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERMUNICIPAL AGREEMENT
WITH THE CITIES OF SCHENECTADY, AMSTERDAM AND GLOVERSVILLE**

WHEREAS, the City of Troy has been awarded a Local Government Efficiency Grant (LGEG) by the Department of State (DOS) to finance the development of a Shared Code Enforcement Platform; and

WHEREAS, the Shared Code Enforcement Platform will allow the cities of Troy, Schenectady, Amsterdam, and Gloversville to share information pertaining to building codes, property owners, local law and law enforcement; and

WHEREAS, the LGEG allows the City of Troy to be reimbursed for ninety percent of all expenses related to the development of the Shared Code Enforcement Platform; and

WHEREAS, in order to facilitate this project, the City of Troy must enter into an intermunicipal agreement with the Cities of Schenectady, Amsterdam, and Gloversville to memorialize certain responsibilities and procedures for development of the project; now therefore be it

RESOLVED, that the Mayor is authorized to enter into an intermunicipal agreement with the Cities of Schenectady, Amsterdam and Gloversville.

Approved as to form, June 15, 2015

Ian H. Silverman, Esq., Corporation Counsel

Draft 1-A – Draft 1-A – Draft 1-A

**INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHENECTADY,
CITY OF TROY, CITY OF AMSTERDAM, AND CITY OF GLOVERSVILLE REGARDING THE
SHARED CODE ENFORCEMENT INFORMATION RESOURCE PILOT PROJECT**

THIS INTERMUNICIPAL AGREEMENT (AGREEMENT) is made effective as of April _____, 2015 ("EFFECTIVE DATE") by and between:

The City of Schenectady, New York with offices at City Hall, 105 Jay Street, Schenectady, New York, a municipal corporation as defined by General Municipal Law, section 119-N(a) of the State of New York,

And

The City of Troy, New York with offices at City Hall, 433 River Street, Troy, New York, a municipal corporation as defined by General Municipal Law, section 119-N(a) of the State of New York,

And

The City of Amsterdam, New York with offices at City Hall, 61 Church Street, Amsterdam, New York, a municipal corporation as defined by General Municipal Law, section 119-N(a) of the State of New York,

And

The City of Gloversville, New York with offices at City Hall, 3 Frontage Road, Gloversville, New York, a municipal corporation as defined by General Municipal Law, section 119-N(a) of the State of New York,

WITNESSETH:

WHEREAS, the PARTIES to this AGREEMENT are empowered to enter into an AGREEMENT for the collaboration and creation of a Shared Code Enforcement Information System pursuant to Section 119-o of the General Municipal Law of the State of New York, subject to approval by the PARTIES' respective legislative body; and

WHEREAS, the provisions of this AGREEMENT have been duly approved by a majority vote of the PARTIES respective legislative body, the PARTIES agree as follows:

I. Definitions

- a. The term AGREEMENT is defined in the first paragraph herein.
- b. The term DELIVERABLES mean certain milestones that must be met as outlined in the Work Plan (See, Appendix "A").
- c. The term GRANT CONTRACT means GRANT CONTRACT NUMBER --- (See, Appendix "E").
- d. The term PARTIES refers to the municipalities involved in this contract.
- e. The term PROJECT BUDGET means Appendix "C".
- f. The term PROJECT STATUS REPORT refers to a report that must be provided to the Department of State, as described in the Grant Contract (See, Appendix "E").
- g. The term PROJECT SUMMARY REPORT refers to a report that must be provided to the Department of State, as described in the Grant Contract (See, Appendix "E").
- h. The term PROJECT means this entire endeavor.
- i. The term QUARTERLY PROJECT REPORT refers to a report that must be provided to the Department of State, as described in the Grant Contract (See, Appendix "E").

Draft 1-A – Draft 1-A – Draft 1-A

- j. The term STATE means New York State.
- k. The term TOTAL PROJECT COST refers to Appendix “C”.
- l. The term WORK PLAN means Appendix “A”.
- m. The term WORK PLAN ACTIVITIES refers to specific activities described in the Work Plan (See, Appendix “A”).

II. Mutual Rights and Responsibilities

- a. The PARTIES shall be mutually bound by the terms of this AGREEMENT and, to the extent that the provisions of the GRANT CONTRACT apply to the City of Schenectady, the Cities of Troy, Amsterdam, and Gloversville agree to be bound to the City of Schenectady by the terms of the GRANT CONTRACT and to assume to the City of Schenectady all the obligations and responsibilities that the City of Schenectady by the GRANT CONTRACT assumes to the Department of State (DOS). The City of Schenectady shall have the benefit of all rights, remedies and redress against the Cities of Troy, Amsterdam, and Gloversville that DOS has against the City of Schenectady.
- b. The PARTIES shall be mutually bound by the terms of this AGREEMENT and, to the extent that the provisions of the CTG Contract apply to the City of Schenectady, the Cities of Troy, Amsterdam, and Gloversville agree to be bound to the City of Schenectady by the terms of the CTG Contract and to assume to the City of Schenectady all the obligations and responsibilities that the City of Schenectady by the CTG Contract assumes to CTG. The City of Schenectady shall have the benefit of all rights, remedies and redress against the Cities of Troy, Amsterdam, and Gloversville that CTG has against the City of Schenectady.

III. Project Description

- a. The PARTIES will launch a pilot program that shall be a Shared Regional Code-Enforcement Repository (SCER). The SCER will be a universal, open source tool to address the statewide challenges of fighting blight and community decline, cultivating community revitalization, and collecting empirical data on these efforts. The PARTIES will determine what data is most critical to share across governments, build on systems already in place, and investigate and implement the most appropriate platform from which to share data. Recognizing the interdependencies among regional municipalities and public service organizations in pursuit of public safety goals, the shared data system will address the need for a coordinated, collaborative tools that can assist municipalities in addressing common challenges, facilitate the identification of opportunities to address shared problems, inform city and private-sector decision-making, and improve service delivery, health, safety, and economic development.

IV. Work Plan

- a. Attached hereto as **Appendix “A”** is the WORK PLAN for this PROJECT. The entire WORK PLAN constitutes part of this AGREEMENT.
- b. The WORK PLAN provides a summary of the PROJECT, WORK PLAN ACTIVITIES, DELIVERABLES, estimated timeframe, and DOS reports.
- c. The PARTIES shall use best efforts to complete each WORK PLAN ACTIVITY in order to achieve the DELIVERABLES described in the WORK PLAN.
- d. The PARTIES acknowledge that they have reviewed and approved the entire WORK PLAN (See, Appendix “A”).
- e. The PARTIES expressly intend to be bound by the entire WORK PLAN.

V. Timetable

- a. Attached hereto as **Appendix "B"** is the timetable for this PROJECT. The entire timetable constitutes part of this AGREEMENT.
- b. The timetable describes, among other things, the deadlines for certain items relating to the PROJECT including WORK PLAN ACTIVITY deadlines, workshop deadlines, and PROJECT STATUS REPORT deadlines.
- c. The PARTIES shall use best efforts to complete the PROJECT, and to complete the PROJECT in accordance with the timetable (See, Appendix "B").
- d. The PARTIES acknowledge that they have reviewed and approved the entire timetable (See, Appendix "B").
- e. The PARTIES expressly intend to be bound by the entire timetable.

VI. Project Financing

- a. Financing for this PROJECT shall be as follows:
 - i. \$558,002.00 in financing shall come from a Local Government Efficiency Grant Loan; and
 - ii. The PARTIES shall contribute in the aggregate, an amount not to exceed \$62,000.20. Except for CTG's costs, which will be shared equally by the PARTIES, the PARTIES' respective share of \$62,000.20 will depend upon PROJECT expenses.
- b. The PARTIES agree that in the event DOS suspends, eliminates, or otherwise alters financing of the Local Government Efficiency Grant, the PARTIES will immediately suspend all activities associated with this PROJECT including all outstanding obligations.

VII. Project Budget

- a. The PROJECT BUDGET is attached hereto as **Appendix "C"**. The entire PROJECT BUDGET constitutes part of this AGREEMENT.
- b. The PROJECT BUDGET describes how monies used to finance this PROJECT will be allocated.
- c. Budget oversight shall be conducted jointly by the Center for Technology in Government (CTG) and the City of Schenectady. This PROJECT shall comply with all applicable laws and regulations including Article 5-A of the General Municipal Law, and the terms of the GRANT CONTRACT annexed hereto as Appendix "E".
- d. All purchases and expenses related to this PROJECT must consist of eligible expenses that have been allocated for in the PROJECT BUDGET.
- e. The PARTIES acknowledge that the STATE has the right to amend, alter, suspend, or discontinue the PROJECT BUDGET at any time, for any reason.
- f. The PARTIES acknowledge that they have reviewed and approved the entire PROJECT BUDGET (See, Appendix "C").
- g. The PARTIES expressly intend to be bound by the entire PROJECT BUDGET.

VIII. Eligible Expenses

- a. Eligible expenses are defined in the GRANT CONTRACT (See, Appendix "E").

IX. Ineligible Expenses

- a. Ineligible expenses are defined in the GRANT CONTRACT (See, Appendix "E").

X. Procurement

- a. The PARTIES shall comply with all laws, rules and regulations concerning procurement, including, but not limited to Article 5-A of the General Municipal Law.

Draft 1-A – Draft 1-A – Draft 1-A

- b. The PARTIES shall comply with the procurement requirements as described in the GRANT CONTRACT.
- c. Except for CTG's costs, where available, the PARTIES will procure eligible expenses cooperatively.
- d. Where necessary, the City of Schenectady will advertise, solicit bids, negotiate and award contracts for eligible expenses. Where permitted, the Cities of Troy, Amsterdam and Gloversville will purchase off of the City of Schenectady's contract with any third-party vendor.
- e. In the event professional services are needed, the City of Schenectady shall choose on behalf of the PARTIES those firms and/or individuals to be retained.

XI. Schedule of Payments for Reimbursement

- a. The Local Government Efficiency Grant program is a reimbursable program. As a reimbursable program, the PARTIES shall be expected to cover all eligible expenses at the time an invoice is received. Once an invoice for an eligible expense is paid, reimbursement will be submitted to the DOS by the City of Schenectady on behalf of the PARTIES.
- b. Except for where permitted by the STATE, expenses incurred by any of the PARTIES prior to the start date of the GRANT CONTRACT will not be reimbursed. The City of Schenectady will submit payment requests quarterly on behalf of the PARTIES. Payments will be made by DOS for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. Payment of the remaining 10% of the State Share Funding Amount will not be made until the PROJECT is completed, as determined by the DOS.
- c. The City of Schenectady shall submit to the STATE's designated payment office any appropriate documentation as required by the GRANT CONTRACT, and by agency fiscal guidelines.
- d. Total reimbursement for this PROJECT shall not exceed the budgeted amount attached hereto as Appendix "C".
- e. The final payment for this PROJECT will be issued upon receipt and approval of a payment request marked "FINAL" to the DOS. Such final payment request shall be submitted by the City of Schenectady within sixty (60) days following the end date of the GRANT CONTRACT.
- f. Payment requests submitted to the DOS by the City of Schenectady shall be certified by a duly authorized representative of the City of Schenectady as accurately representing such accomplishments and expenses as recorded in the City of Schenectady's accounting records, including, where goods and services are provided by third parties not a party to this AGREEMENT, a certification that any payment obligations arising from the provision of such goods or services have been paid by the City of Schenectady and do not duplicate reimbursement or costs and services received from other sources.
- g. Notwithstanding any above provision, the PARTIES may be required to submit source documentation and additional verification of allowable expenditures in order to receive reimbursement. The PARTIES shall comply with any information or documentation requests by the DOS or the City of Schenectady to produce source documentation and any additional verification of allowable expenditures.
- h. Claimed expenditures per cost category may not exceed the amounts indicated in the PROJECT BUDGET, by ten percent (10%), or greater, without approval of the DOS, provided that the TOTAL PROJECT COST as set forth in Appendix "C", is not exceeded. Any expenditure in excess of such ten percent (10%) or that changes the State Share or Local Share funding amount or changes in scope of work shall require an amendment to the PROJECT BUDGET submitted in writing by the City of Schenectady and approved by the DOS.

Draft 1-A – Draft 1-A – Draft 1-A

- i. No expenditures shall be allowed for items not set forth in the PROJECT BUDGET without written approval of the DOS.
- j. Any cost or expenditure submitted to the DOS by the PARTIES to this AGREEMENT for reimbursement, that is deemed a misrepresentation, may be disallowed by the DOS.
- k. The PARTIES shall provide complete and accurate billing invoices to the City of Schenectady in order to receive reimbursement from the DOS. Billing invoices submitted to the DOS by the City of Schenectady on behalf of the PARTIES must contain all information and supporting documentation required by the GRANT CONTRACT, the DOS and the New York State Comptroller.
- l. Requests for reimbursement submitted by the City of Schenectady on behalf of the PARTIES to this AGREEMENT shall be rendered electronically unless payment by paper check is expressly authorized by the Secretary of State.
- m. After quarterly requests for reimbursement are granted by DOS, once the City of Schenectady is in possession of reimbursement from DOS, the City of Schenectady shall distribute to the PARTIES its respective share of eligible reimbursement.
- n. All PARTIES shall provide the City of Schenectady with an affirmation that all invoices submitted for reimbursement have been paid.
- o. All PARTIES shall provide the City of Schenectady with a copy of any invoice(s) accompanying a request for reimbursement.
- p. All PARTIES shall provide the City of Schenectady with a copy of any check(s) demonstrating payment.
- q. The City of Schenectady will prepare all appropriate voucher and payment request forms to DOS in order to receive reimbursement.

XII. Consultants

- a. Attached hereto as **Appendix "D"** is a copy of the CTG Contract.
- b. The entire CTG Contract constitutes part of this AGREEMENT and the PARTIES acknowledge that they have reviewed the entire CTG Contract.
- c. The PARTIES agree to utilize the expertise of CTG as a consultant for this PROJECT.
- d. CTG will provide overall PROJECT management.
- e. CTG is to coordinate and run PROJECT meetings/workshops and teleconferences, lead the analysis and development of proposals on issues of governance, sustainability, inter-municipal information sharing agreements, long-term strategies to be adopted by the PARTIES, and any other tasks as may be set forth in writing by the PARTIES. Further, CTG will be utilized to help provide the PARTIES with knowledge and understanding about data relevant to the SCER.
- f. The PARTIES shall compensate CTG for services in an amount as described in the PROJECT BUDGET.
- g. The PARTIES will equally share the costs for CTG's services unless otherwise agreed in writing.
- h. Before CTG's expenses are paid, the PARTIES shall have an opportunity to review CTG's invoice. Once the PARTIES have had a reasonable opportunity to inspect the invoice, not to exceed thirty (30) days, each municipality will provide the City of Schenectady with a check made payable to The City of Schenectady for its respective share of CTG's costs. The City of Schenectady will then deliver full payment on behalf of the PARTIES to CTG.
- i. The PARTIES expressly intend to be bound by the entire CTG Contract.

XIII. Grant Contract

- a. Attached hereto as **Appendix “E”** is a copy of the GRANT CONTRACT.
- b. The entire GRANT CONTRACT, including all appendixes and attachments, constitutes part of this AGREEMENT.
- c. The GRANT CONTRACT describes payment and reporting, termination, indemnification, property, safeguards for services and confidentiality, license to use and reproduce documents, compliance with procurement requirements, payment and records retention, and submission of all correspondence.
- d. Where any conflict exists between terms of the AGREEMENT and the GRANT CONTRACT (See, Appendix “E”), the AGREEMENT shall control.
- e. The PARTIES acknowledge that they have reviewed Appendix “E”, and the PARTIES expressly intend to be bound by the entire GRANT CONTRACT.

XIV. Long-Term Performance Measures

- a. The PARTIES agree to meet the DELIVERABLES described in the WORK PLAN, submit all reports as required by the GRANT CONTRACT to the STATE, and monitor taxpayer savings in order to complete the final report.

XV. Legal Basis

- a. This AGREEMENT is authorized pursuant to and by Article 5-G, Section 119-o, of the General Municipal Law of the State of New York.

XVI. Term

- a. This AGREEMENT shall begin on the day of execution listed above, and end sixty (60) days after the expiration of the GRANT CONTRACT.

XVII. Authorization

- a. This AGREEMENT is made and signed pursuant to a resolution of the City Council of the City of Schenectady adopted on _____, a resolution of the City Council of the City of Troy adopted on _____, a resolution of the City Council of the City of Amsterdam adopted on _____, and a resolution of the City Council of the City of Gloversville adopted on _____. Attached hereto as **Appendix “F”** are copies of formal resolutions enacted by the PARTIES respective City Council approving this ICA.

XVIII. Notices

- a. Any notices under this AGREEMENT shall be sent to the PARTIES’ respective Mayor and city attorney.

XIX. Governance

- a. This AGREEMENT and any disputes arising under it shall be governed by the laws, rules, and regulations of the State of New York without regard to conflict of laws principles thereof and venue shall be in Supreme Court, County of Schenectady, State of New York.

XX. Adjudication of Disputes

- a. Any dispute resulting from this PROJECT or AGREEMENT, including the breach or alleged breach thereof, shall only be decided by submission to Supreme Court, County of Schenectady, State of New York.

XXI. Workers’ Compensation

- a. The PARTIES shall secure and maintain coverage during the term of this ICA for the benefit of such employees as are required by the provisions of the Workers’ Compensation Law.

XXII. Insurance

- a. It is understood and agreed that the PARTIES shall each keep in full force and effect, adequate insurance protecting itself from any and all claims for which it shall be liable.

XXIII. Indemnification and Liability

- a. Each of the PARTIES shall assume its own respective liability for any claim(s), demand(s), loss(es), cause(s) of action, damage(s), lawsuit(s), judgment(s), including attorneys' fees and costs, arising out of or relating to the PROJECT or AGREEMENT.
- b. In the event any of the PARTIES are subject to a claim(s), demand(s), loss(es), cause(s) of action, damage(s), lawsuit(s), judgment(s), including attorneys' fees and costs, arising out of or relating to the PROJECT or AGREEMENT, whether or not a third-party claim, the municipality or municipalities found to be liable shall fully indemnify the other municipality or municipalities.

XXIV. Records and Data Relating to SCER

- a. The PARTIES agree to supply its own respective data to the SCER.
- b. Further, the PARTIES agree that all data utilized and exchanged for purposes of the SCER, shall conform to Local, State and Federal laws, ordinances, codes, rules, and regulations, including, but not limited to Article 6 and Article 7 of the Public Officers Law.

XXV. Submission of Correspondence, Project Documentation and Meeting Notification

- a. The City of Schenectady agrees to provide the DOS with one (1) original and an electronic version of all documentation relating to this PROJECT, including, but not limited to: notice of public meetings, products described in the WORK PLAN, payment request documentation as described in the GRANT CONTRACT, and press articles.
- b. The City of Schenectady agrees to provide the DOS with timely notification of all meetings and events associated with the PROJECT.

XXVI. Public Engagement

- a. Where required under the GRANT CONTRACT, the PARTIES will participate in all stakeholder engagement activities.

XXVII. License to Use and Reproduce Documents and Other Works

- a. By accepting this AGREEMENT, the PARTIES transfer to the DOS a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with this PROJECT, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced.

XXVIII. Termination

- a. This AGREEMENT may be terminated at any time upon mutual written consent of the PARTIES.
- b. The City of Schenectady may terminate this AGREEMENT at any time upon 30 days written notice of termination to the PARTIES.
- c. If for any reason the STATE terminates or reduces its appropriation of funds for this PROJECT, this AGREEMENT may be terminated or reduced.
- d. Notice of termination shall be sent to the PARTIES using certified mail, return receipt requested and first class mail.
- e. In the event any of the PARTIES stop participating in this PROJECT, the remaining PARTIES will suspend this PROJECT and request guidance from DOS on issues pertaining to local match, PROJECT BUDGET, timeline, WORK PLAN, procurement, or any other topic relating to this PROJECT.

Draft 1-A – Draft 1-A – Draft 1-A

- f. In the event this AGREEMENT is terminated, the PARTIES agree to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agree not to incur any new obligations after receipt of the notice.

XXIX. Amendments

- a. This AGREEMENT may be amended upon written consent of all PARTIES.

XXX. Assignment

- a. This AGREEMENT may not be assigned without the express written consent of the PARTIES.

XXXI. Severability

- a. Any provision of this AGREEMENT that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the PARTIES to this AGREEMENT shall attempt in good faith to reform the AGREEMENT in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid, or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

XXXII. Counterparts

- a. This AGREEMENT may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

XXXIII. Order of Precedence

- a. In the event of a conflict among the AGREEMENT, GRANT CONTRACT, CTG Contract, WORK PLAN, timetable, PROJECT BUDGET, or any other document, the order of precedence is as follows:
 - i. The AGREEMENT
 - ii. The GRANT CONTRACT
 - iii. The WORK PLAN
 - iv. The PROJECT BUDGET
 - v. CTG Contract
 - vi. Other documents.

CITY OF SCHENECTADY

By: _____

Date: _____

CITY OF TROY

By: _____

Date: _____

CITY OF AMSTERDAM

By: _____

Date: _____

CITY OF GLOVERSVILLE

By: _____

Date: _____

**RESOLUTION DETERMINING THAT PROPOSED ACTION IS A TYPE II ACTION FOR
PURPOSES OF THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT**

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended (the “SEQR Act”), and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the “Regulations”), the City desires to comply with the SEQR Act and the Regulations with respect to the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF TROY, NEW YORK AS FOLLOWS:

1. The Project constitutes a “Type II Action” (as defined in Section 617.5(c)(25) of the Regulations) and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.

Approved as to form, June 19, 2015

Ian H. Silverman, Esq., Corporation Counsel

BOND RESOLUTION OF THE CITY OF TROY, NEW YORK, AUTHORIZING THE ISSUANCE OF \$375,000 SERIAL BONDS TO FINANCE THE COST OF THE PURCHASE OF POLICE VEHICLES

BE IT RESOLVED by the City Council of the City of Troy, New York (the "City") as follows:

- Section 1.** The City is hereby authorized to purchase eleven (11) vehicles, including apparatus used in connection with such vehicles, to replace similar vehicles in service for one year or more at an estimated maximum cost not to exceed \$375,000.
- Section 2.** The plan for financing such estimated maximum cost shall be by the issuance of \$375,000 in serial bonds (the "Bonds") of the City, which are hereby authorized to be issued pursuant to this resolution.
- Section 3.** It is hereby determined that the period of probable usefulness of the aforesaid specific objects or purposes is three years pursuant to paragraph 77 of Section 11.00(a) of the Local Finance Law.
- Section 4.** Pursuant to Section 107.00(d)(9) of the Local Finance Law, current funds are not required to be provided prior to issuance of the Bonds or any bond anticipation notes issued in anticipation of issuance of the Bonds.
- Section 5.** The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this resolution.
- Section 6.** The Bonds and any bond anticipation notes issued in anticipation of the Bonds, shall contain the recital of validity prescribed by Section 52.00 of the Local Finance Law and the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, shall be general obligations of the City, payable as to both principal and interest by a general tax upon all the real property within the City without legal or constitutional limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds, and any bond anticipation notes issued in anticipation of the Bonds, and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the Bonds and bond anticipation notes to mature in such year, and (b) the payment of interest to be due and payable in such year.
- Section 7.** Subject to the provisions of this resolution and of the Local Finance Law, and pursuant to the provisions of Sections 21.00, 30.00, 50.00 and 56.00 to 63.00, inclusive, of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the Bonds herein authorized, including renewals of such notes, and the power to prescribe the terms, form and contents of the Bonds, and any bond anticipation notes, and the power to sell and deliver the Bonds and any bond anticipation notes issued in anticipation of the issuance of the Bonds, and the power to issue bonds providing for level or substantially level or declining annual debt service, is hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.
- Section 8.** The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's General Fund. It is intended that the City shall then reimburse such expenditures with the proceeds of the Bonds and bond anticipation notes authorized by this resolution and that the interest payable on the Bonds and any bond anticipation notes issued in anticipation of the Bonds shall be excludable from gross

income for federal income tax purposes. This resolution is intended to constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by this resolution with the proceeds of the Bonds and bond anticipation notes authorized herein, as required by Regulation Section 1.150-2. Other than as specified in this resolution, no moneys are reasonably expected to be, received, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 9. The serial bonds and bond anticipation notes authorized to be issued by this resolution are hereby authorized to be consolidated, at the option of the City's Comptroller, the Chief Fiscal Officer, with the serial bonds and bond anticipation notes authorized by other bond resolutions previously or heretofore adopted by the City Council for purposes of sale in to one or more bond or note issues aggregating an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the bonds, including the dated date of the bonds, the consolidation of the serial bonds and the bond anticipation notes with other issues of the City and the serial maturities of the bonds are hereby delegated to the City Comptroller, the Chief Fiscal Officer of the City.

Section 10. The validity of the Bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of the Bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money; or
- (b) the provisions of law which should be complied with at the date of the publication of this resolution or a summary hereof are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 11. The City Comptroller, as Chief Fiscal Officer of the City, is hereby authorized to enter into an undertaking for the benefit of the holders of the Bonds from time to time, and any bond anticipation notes issued in anticipation of the sale of the Bonds, requiring the City to provide secondary market disclosure as required by Securities and Exchange Commission Rule 15c2-12, as amended.

Section 12. This resolution, or a summary of this resolution, shall be published in the official newspapers of the City for such purpose, together with a notice of the Clerk of the City in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 13. This resolution is not subject to a mandatory or permissive referendum.

Section 14. The Council hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this resolution.

Section 15. No Bonds, or bond anticipation notes to be issued in anticipation of the Bonds, shall be issued until the Supervisory Board created by Chapter 721 of the Laws of 1994, as amended (the "Act"), shall have first reviewed and commented on the issuance of the Bonds and any bond anticipation notes to be issued in anticipation of the Bonds in accordance with the requirements of the Act.

Section 16. This resolution shall take effect immediately upon its adoption.

Approved as to form, June 19, 2015

Ian H. Silverman, Esq., Corporation Counsel

**RESOLUTION AUTHORIZING THE MAYOR TO MAKE APPLICATION AND EXECUTE THE
STATE ASSISTANCE CONTRACT PURSUANT TO AN APPLICATION TO THE
NEW YORK STATE MAIN STREET PROGRAM**

WHEREAS, The New York Main Street (NYMS) Program was created by the New York State Housing Trust Fund Corporation (HTFC) to provide resources for the purpose of assisting New York's communities with Main Street and downtown revitalization efforts; and

WHEREAS, NYMS provides resources to invest in projects that provide economic development and housing opportunities in downtown, mixed-use commercial districts; and

WHEREAS, a primary goal of the program is to stimulate reinvestment and leverage additional funds to establish and sustain downtown and neighborhood revitalization efforts; and

WHEREAS, the City has identified an eligible target project area that generally includes the Second Avenue Corridor from 114th Street to 117th Street; and

WHEREAS, each municipality in which the proposed program or project will function must approve a formal resolution supporting an application for the proposed NYMS program and attach it to the application.

NOW THEREFORE BE IT RESOLVED THAT, Louis A. Rosamilia, as Mayor of the City of Troy is hereby authorized to make application to the New York Main Street Program in an amount not to exceed the maximum award of five hundred thousand dollars (\$500,000.00) and, upon such approval of said request, to enter into and execute a project agreement with the State for such financial assistance to the City of Troy.

Approved as to form, June 22, 2015

Ian H. Silverman, Esq., Corporation Counsel

**RESOLUTION AUTHORIZING ISSUANCE OF A COMMERCIAL LESSOR'S BINGO LICENSE TO
BINGO GREEN, INC., D/B/A "TROY ATRIUM BINGO"**

WHEREAS, Bingo Green, Inc. has, pursuant to the General Municipal Law, filed an application asking that the City issue a commercial lessor's Bingo license; and

WHEREAS, it appears that Bingo Green, Inc., has satisfied all the requirements to have a commercial lessor's bingo license issued to it.

NOW THEREFORE, IT IS DETERMINED THAT, there exists a public need, and public advantage will be served by the issuance of a commercial lessor's bingo license to Bingo Green, Inc.; and

IT IS FURTHER RESOLVED, that the City Clerk of the City of Troy on behalf of the City Council of the City of Troy shall issue a commercial lessor's bingo license to Bingo Green, Inc., permitting it to lease space to qualified organizations to conduct bingo games within the City of Troy, as more particularly set forth in its application file requesting such a license issue, all in compliance with and under the restrictions contained in the General Municipal Law of the State of New York;

AND IT IS FURTHER RESOLVED, that said license shall be valid for a period of not more than one year from the date of its first issuance;

AND IT IS FURTHER RESOLVED, that if at the end of the licensed period Bingo Green, Inc. shall decide to apply for a renewal of its license, said renewal application shall come before the City Council for renewal and shall not be issued merely upon the approval of the City Bingo Inspector.

Approved as to form, June 23, 2015

Ian H. Silverman, Esq., Corporation Counsel